DOCUMENT RESUME

ED 074 918 HE 003 886

| | |
|---|---|
| AUTHCR | Hewitt, Raymond G., Ed. |
| TITLE | The Effects of Faculty Collective Bargaining on Higher Education. |
| INSTITUTION | New England Board of Higher Education, Wellesley, Mass. |
| PUB DATE | Jan 73 |
| NOTE | 131p.; Proceedings of a Ccnference of the New England Board of Higher Education, Boston, Massachusetts, October 1972 |
| EDRS PRICE | MF-$0.65 HC-$6.58 |
| DESCRIPTORS | *Collective Bargaining; *Collective Negotiation; *College Faculty; *Higher Education; *Professors; Unions |

ABSTRACT

The philosophy behind and the rationale for faculty unionization is extremely complicated. Its steadily increasing acceptance throughout the nation is significant not only because of its budgetary effects, but also as a commentary on the methods by which the teaching profession has been managed and as a force that will have fundamental effects on those interpersonal relationships that are critical to the teaching and learning processes. The papers presented in this volume provide a variety of insights and viewpoints concerning the effects of faculty collective bargaining on higher education. Major topics covered by the papers are: (1) prospects and implications for faculty collective bargaining; (2) the effect of unionization on the collegial roles of faculty, students and administration; (3) unionization and institutional planning; (4) education and social survival; (5) unionization and campus governance; and (6) the academic labor market in the 1980's. (Author/HS)

ED 074918

# The Effects of Faculty Collective Bargaining in Higher Education

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
OFFICE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL OFFICE OF EDUCATION POSITION OR POLICY

NEW ENGLAND BOARD OF HIGHER EDUCATION

FILMED FROM BEST AVAILABLE COPY

The New England Board of Higher Education (NEBHE) is the public agency through which the six New England states together promote and develop activities to further expand educational opportunities for the people of the region while more effectively utilizing all of the region's higher educational facilities.

The Board was authorized in 1955 by the New England Higher Education Compact, a formal interstate agreement between the six states ratified by the United States Congress. The following functions are primary in the achievement of the Board's purposes:

- To provide a facility and staff capable of continuous assessment of and research relevant to higher education in New England.
- To assist in the initiation and development of plans and programs to meet the higher educational needs of the region.
- To serve as a clearinghouse for the collection and dissemination of information about and pertinent to the institutions and other agencies concerned with higher education in the region.
- To serve as an administrative and fiscal agent for higher educational contracts and agreements between the institutions and/or governments in New England.
- To provide consultative services to the institutions, agencies, and governments of New England in higher educational areas of major regional significance.
- To serve as a vehicle for the regional implementation of federally and privately financed programs related to higher education.

Each state is represented on the Board by persons from the academic, professional, governmental and lay communities who are appointed by the Governor and legislature in each state. See inside back cover for the current membership of the Board.

ED 074918

# *The Effects of Faculty Collective Bargaining On Higher Education*

*Proceedings of a Conference Held in Boston, Massachusetts*

Edited by
*Raymond G. Hewitt*

*NEW ENGLAND BOARD OF HIGHER EDUCATION*
*40 GROVE STREET, WELLESLEY, MASSACHUSETTS 02181*

# *Contributors*

Werner A. Baum, *President, University of Rhode Island*
Edward J. Bloustein, *President, Rutgers, The State University*
George W. Bonham, *Editor-in-Chief, CHANGE Magazine*
Allen T. Bonnell, *President, Community College of Philadelphia*
Robert K. Carr, *Director, Study Project on the Academic Profession, American Council on Education and Former President, Oberlin College*
Allan M. Cartter, *Senior Research Fellow, Carnegie Commission on Higher Education*
Matthew W. Finkin, *Associate Counsel, American Association of University Professors*
Sanford H. Kadish, *Professor of Law, University of California, Berkeley*
Bennett D. Katz, *Senator, State of Maine and Chairman, New England Board of Higher Education*
Israel Kugler, *Deputy President, Professional Staff Congress-City University of New York, Local #2334*
Kenneth M. MacKenzie, *Vice Chancellor for Personnel and Employee Relations, State University of New York*
Thomas J. Mooney, *Member of the Board and Former Vice President, U.S. National Student Association*
Robert F. Pickard, *Member, Rhode Island Board of Regents for Education*
Charles J. Ping, *Provost, Central Michigan University*
Paul J. Reiss, *Academic Vice President, Fordham University*
Charles R. Simpson, *Director, Higher Education Division, National Education Association*
Donald E. Walters, *Deputy Director, Massachusetts State College System*

# *Foreword*

It was John Locke who gave this nation its basic rationale for the banding together of men to protect their property and to assure their representation in the governance of both that property and its protection. There would seem to be a direct relationship between this nation's act of union and the unionization of professional societies. But in this particular community, the community of higher education, the definition of property is much less easy to come by than in 1765.

The philosophy behind and the rationale for faculty unionization is extremely complicated, as this volume shows. Its steadily increasing acceptance throughout the nation and this region is significant not only because of its budgetary effects, but also – and in my opinion, more importantly – as a commentary on the methods by which we have managed our profession and as a force which will have fundamental effects upon those interpersonal relationships which are so absolutely critical to the teaching and learning processes. Certainly the unionization of faculties touches upon far more than the items agreed upon in the typical contract.

The papers presented in this volume provide a variety of insights and viewpoints concerning the effects of faculty collective bargaining on higher education. They were originally prepared for a conference held by this Board in October 1972 to provide a forum for discussion of this trend which may have increasing impact upon the future profile of postsecondary education in this nation.

Alan D. Ferguson
*Executive Director*
*New England Board of Higher Education*

January 1973

# *Contents*


Contributors . . . . . ii

Foreword . . . . . iii

INTRODUCTION AND SUMMARY
*Donald E. Walters* . . . . . 1

WELCOMING REMARKS
*Bennett D. Katz* . . . . . 5

FACULTY COLLECTIVE BARGAINING – PROSPECTS AND IMPLICATIONS
*Sanford H. Kadish* . . . . . 7

PANEL: EFFECT OF UNIONIZATION ON THE COLLEGIAL ROLES OF FACULTY, STUDENTS AND ADMINISTRATION
A President's Experiences
*Werner A. Baum* . . . . . 18
A Faculty Perspective
*Matthew W. Finkin* . . . . . 24
The Role of Students
*Thomas J. Mooney* . . . . . 31
Collegiality or Unionization: The Fordham Election
*Paul J. Reiss* . . . . . 37

THE TROUBLED PROFESSOR
*Robert K. Carr* . . . . . 45

PANEL: UNIONIZATION AND INSTITUTIONAL PLANNING
Who Plans? Who Must Be Consulted?
*Kenneth M. MacKenzie* . . . . . 56
Unionization: Stimulant or Deterrent to Planning?
*Charles J. Ping* . . . . . 62
New Channels of Communication
*Charles R. Simpson* . . . . . 72

EDUCATION AND SOCIAL SURVIVAL
*George W. Bonham* . . . . . 83

PANEL: UNIONIZATION AND CAMPUS GOVERNANCE
A New Relationship
*Israel Kugler* . . . . . 92
A Tripartite System
*Allen T. Bonnell* . . . . . 95
The Rhode Island Experience
*Robert F. Pickard* . . . . . 103
A Chamber of Horrors?
*Edward J. Bloustein* . . . . . 110

THE ACADEMIC LABOR MARKET IN THE 1980s
*Allan M. Cartter* . . . . . 117

# *Introduction and Summary*

Donald E. Walters

In February 1972, the New England Board of Higher Education looked around the region and noted that, essentially, only in Massachusetts had the faculties at four-year institutions indicated any significant interest in unionization and collective bargaining. There was, of course, a small private institution in Rhode Island, Bryant College, where a contract had already been negotiated. But at that time there were only eight other institutions in New England where the faculty had exhibited such interest. All eight happened to be in Massachusetts, all were public, and one, Southeastern Massachusetts University, had indeed already negotiated a contract.

Across the country, particularly in the Northeast and the Midwest, however, the Board saw that there was a great deal stirring. There were then about 30-35 four-year institutions whose faculties had already elected a collective bargaining agent. There were also over 100 two-year institutions where a similar phenomenon had taken place. And at the four-year level, about 18 institutions had already negotiated contracts.

At that time, of course, it was still difficult to read anything like trends in this country with respect to collective bargaining at the collegiate level. But to the Board, one thing was certainly clear: This phenomenon and the registered interest of faculty in this matter were something that could not – and really ought not – be ignored. It deserved special attention. Indeed, the Board felt it deserved attention at the level of asking questions of a more philosophical or even ideological nature. Thus, this conference was conceived.

Eight months later, in October when the conference was held, the number of institutions in New England where faculties had elected an agent had grown from 9 to 14. Since February, four more had elected agents in Rhode Island and one more had in Massachusetts. Nationally, the number of four-year institutions with bargaining agents had grown from 30-35 to 45-48. It is also important to note that, in terms of this activity around the country, there have also been many elections in which faculties have said no to the possibility of union representation. Most notably that happened recently at Michigan State University. It has happened also in Ohio and Tennessee. And there are pending two very major

elections which will determine whether or not the names of two more institutions of significant size and importance – the University of Hawaii and Temple University – will be added to the list of those whose faculties have organized.

The timeliness of both the subject and this conference were underscored, therefore, by the events of the intervening months. Even more than last February, the need to come together in October to discuss and debate the issues was imperative.

During the day and a half of the conference, we were told by the distinguished panelists that there was good news and that there was bad news, but there was no unanimity about the effects and the impacts of unionization on campuses. One conferee remarked that he thought that the use and value of the conference was that it had been a kind of sensitivity session. If the conference did, indeed, serve to expand our consciousness and awareness of the implications of collective bargaining in higher education, it served its purpose and had some value.

The effect of collective bargaining on collegiality was one of the issues where a typical split in views occurred. Mr. Kadish opened the conference by saying that at those institutions where the roots for shared governance are very shallow, unionization may actually be a positive force for reinforcing collegiality on the campus. Mr. Finkin echoed that by saying compatibility is quite possible between collegiality and unionism, provided that either (1) a dual system, with a senate and a union, can be maintained on the campus, as Mr. Ping described at Central Michigan University, for example, or (2) the contract itself expressly reinforces the precepts of collegiality, as Mr. Finkin suggested the St. John's contract does in one way and as the Rutgers' contract which President Bloustein described does in another. Dr. Carr joined his colleagues in saying that it appears to him, as a result of his study, that most of the principles of the academic profession, including collegiality, are not yet endangered by the unionization of faculties.

Others, however, took a different view. President Baum expressed concern that collective bargaining will tend to simply reinforce in a negative way the employer-employee relationship and make for a very different tone on the campus. Dr. Reiss indicated that the labor-management construct is wholely inconsistent with the collegial concept and said, quite frankly, that the collegial role cannot be maintained where collective bargaining exists.

There was a great deal of concern expressed about the role of the union versus that of the senate, and again a split in views was evident. Dr. Kadish, Dr. Carr, President Baum, Mr. Mooney and Mr. Finkin all seemed to support the notion that there is, indeed, going to be significant tension between unions and senates on the campus as the struggle for jurisdiction and authority begins to emerge. Dr. Carr said he saw the future of faculty senates as doubtful and expected a showdown to occur. Both Mr. Mooney and Mr. Finkin saw jurisdictional conflict as imminent between faculty unions and senates unless, as

Mr. Finkin said, a kind of peaceful coexistence can somehow be worked out – and nobody was quite sure how long that could last.

Dr. Ping, Mr. Simpson and President Bloustein took serious issue with their colleagues on this matter and challenged the assumption that unions and senates cannot continue to exist, each with its own sphere of influence and operations. And while Mr. Simpson told us that the NEA will continue to press at the bargaining table for the negotiation of all items, including governance, he does not feel that that would necessarily create any inherent conflict between the role of the union and the role of the senate.

Mr. Kugler said he would put governance in the hands of the faculty in an open system and declared to us that the union really does not want to control the decision-making processes on campus. The union's interest in collective bargaining negotiations is, through the legal sanctions of the contract, to guarantee that the academic due processes are minimally fair and open. Then, he said, he would let the chips fall where they may – but they are the faculties' decisions, not the unions' decisions, to make.

As a former student and official in the U.S. National Student Association, Mr. Mooney was quick to remind us all that we also had better involve students in collective bargaining or else, he suggested – warned – that we would quickly see a resurgence of student activism on campuses. In his view, students are just not about to forego any of the truly hard won gains that were made in the last three or four years with respect to their own involvement in decision-making in governance. Either the students must have an impact upon the actual negotiations or, at the very least, their interests must be reflected fairly in the contract itself.

President Bonnell said that, because of his experiences, he has, indeed, incorporated significant provisions for the governance of his institution in its contract. Implicitly, therefore, he must believe that there is no inherent incompatibility between collective bargaining and the governance of the institution. He certainly proposed a model involving faculty, students and administrators that we ought to keep in mind.

Mr. Pickard, echoing Dr. Carr's comments, also stated that, in his view, experience so far has not indicated that grievous damage is done to the governance of institutions as a result of collective bargaining – and he said that having just participated, as a Regent, in the negotiation, however indirectly, of three contracts with three different unions.

The question of collective bargaining and the threat to merit and the merit principle was also frequently discussed. Suffice to say that, although nobody is predicting the outcome, everyone agreed with the fundamental concept that, in the academy, performance is measured by a set of principles that have to do with ability and competence, that the merit principle was at the heart of that process, and that any erosion of that process would doubtless change the whole texture and fabric of our relationships on the campus.

The question of the effect of unionization on planning, was, perhaps, a more slippery issue to get at. Mr. MacKenzie predicted, however, that where institutional planning threatens the security and welfare of union members, it will certainly be opposed and brought to the table. To that extent, he saw a collision course emerging. He also felt that institutional change would be very slow, indeed, if planning matters were brought to the bargaining table, and there was little disagreement on that point.

Mr. Simpson said that he felt it was fair game to negotiate *anything* at the table, including planning, but that it would, of course, be up to the local faculty unit to determine the effect of bargaining on such planning at their institution.

Dr. Ping, however, indicated that collective bargaining might limit the ability of the individual institution to use intelligence and imagination in its planning and suggested that we had better watch out. This is an issue that ought not to sneak up on us; it has to be faced squarely by union representatives and the administration with as enlightened an attitude as possible. If we are not careful, Dr. Ping said, collective bargaining may lead to standardization, centralization and a stifling of initiative.

President Bloustein, in his development of "Bloustein's monsters," reminded us again, however, that we ought to pause long enough to objectively assess the accuracy of a number of principles and assumptions about collective bargaining that really have been exaggerated into almost monstrous proportions. He indicated that, at this time at least, he does not think that unionization has posed a threat to shared governance, to collegiality, to the quality of faculty, to the integrity of the institution, to the senate model or to departmental autonomy. While there are indeed threats to these principles, he does not place the blame on the unions but rather invites us to reconsider our own perspectives about the union's impact in these areas.

Finally, two of the speakers provided some perspective for all of these varying points of view regarding faculty collective bargaining by focusing on two important, if somewhat contrasting, factors that affect faculty attitudes. Dr. Cartter described those changes likely to occur in the academic labor market of the 1980's, and cautioned against building self-defeating rigidities into our educational processes. George Bonham, editor-in-chief of *Change* magazine, took that advice one step further, however, and reminded us that educators are – or ought to be – "concerned . . . not only with the continuity of academic processes but also with life in this culture and the world beyond."

Perhaps the most succinct summary of what transpired during the day and a half of deliberations, therefore, was captured by Mr. Finkin who said that, whatever else happens on campus with regard to collective bargaining, "the parties will get [exactly] the institutional relationships they deserve".

# *Welcoming Remarks*

Bennett D. Katz

The fact that a politician is, perhaps for the first time, serving as Chairman of the New England Board of Higher Education says something in itself. The reluctant marriage – at least reluctant in many cases – between the political animal and the giant from the campus is of reasonably recent vintage, but the New England Board exemplifies the potential of that marriage. The subject we are going to be discussing here, for example, will involve some academic investigation and some subsequent political decisions.

Of course, as the politician gradually gets involved in the world of education, there is a word of caution that should be passed along to both parties: Where do you draw the line? It is essential that the political leadership in New England and the nation get deeply involved in policy questions pertaining to education. It would, however, be unfortunate were the educational community to somehow create such a vacuum that the political animal stepped in and took over many of the rightful prerogatives of education. For if providing educational opportunities is indeed a state responsibility, then we really need you, and if public funding for education is increasingly a necessity, then you really need us.

On that basis then – as two groups of people who must have the knowledge and cooperation of each other to function – perhaps we can move ahead into the field of collective bargaining, for here is a unique situation. The Board itself debated at length whether to hold this conference or not. Some Board members felt that this was such a hot issue, that by just mentioning it, it would perhaps happen sooner than it would have or happen when it might not have happened at all. But certainly, if we represent institutions which are "in pursuit of truth", it is equally important that we pursue the truth with respect to the institutions themselves.

On that basis, therefore, I welcome you here today and I hope this will be a meaningful experience for all of you.

# *Faculty Collective Bargaining— Prospects and Implications*

Sanford H. Kadish

Higher education has seen lots of tumultuous challenges these past years. And even some changes. Of these changes, the rise of collective bargaining in faculties of colleges and universities may have the most lasting impact.

Of course, it may not. There was a movement in the 1930's to organize professors as part of the general trade union movement, and it quickly fizzled. It may fizzle again. But I doubt it. It is true that to date only a small fraction of the campuses in this country are unionized. But the increase has been exponential these past half dozen years. Not that that is itself decisive – when you start with zero most any modest increase is exponential. But if one looks to the climate of factors which has propelled these developments, there is reason to believe that at least on some campuses to some degree collective bargaining is here to stay as a permanent feature of the academic landscape.

What are those factors? One can only speculate. But let me mention a few likely candidates. For one, the precedent of the American Federation of Teachers and the National Education Association in successfully organizing the public school sector established a model which seemed attractive to many. Then there came the proliferation of new postsecondary public institutions – the junior colleges, the community colleges, state colleges which had just been transformed from teachers' colleges. Traditional university values and structures were less entrenched in these institutions. There was thus less reluctance to follow the model of public school teachers.

In addition, the general mood of the times may have something to do with the collective bargaining happening in higher education. I refer to the enhanced attractiveness of self-assertion and militant interest group identification as a style of action. I have reference also to the increasing alienation, particularly among younger professors, from the elitism and trusteeship concepts inherent in traditional academic organizations. Nor can one ignore the faculty's loss of public favor following the student revolts, the decreasing financial support for higher education and the security threats posed by the controversy over tenure and the new academic depression.

Then, of course, enactment of state laws which protect and encourage collective bargaining in public employment, including colleges and universities, and the extension of federal labor relations law, which do so for private ones, have had an important part to play in allowing these pressures to produce their results.

In any event, collective bargaining is an issue of import on the current scene, and I will address myself today to the problems it poses for higher education. First, I will describe briefly what is commonly referred to as the industrial model of collective bargaining and suggest the premises underlying it. Then I will try to put before you what is known in the trade as the academic model of shared authority and to state the justification of this model in terms of the special values and goals of the university. Third, I will suggest the ways in which following the industrial model tends to threaten those special values and goals. Finally, I will offer some speculation on the possibilities of a *tertium quid,* a model of university governance which is genuinely in the academic tradition, but which incorporates some aspects of the collective bargaining industrial model.

The industrial model of collective bargaining emerged from a combination of the federal law on collective bargaining and patterns of industrial relationships during the 30's and 40's. The theory behind it was that the fair and democratic functioning of business and industrial institutions – fair, particularly with respect to the interests of the employees – required an approximate balancing of power. So long as employees acted individually, they were at the employer's mercy. What was necessary, therefore, was to facilitate the organization of individual employees into collective entities in order to give them a voice the employer would be obliged to heed as well as the enhanced power which comes from collective action.

The characteristic features of the industrial model of collective bargaining followed from this basic precept. The collective entity, the union, had to be the exclusive bargaining agency. The union could not speak effectively for the collective interest if there were competing aspirants for that role whom the employer could play off against one another. Then, the union had to be totally independent of the employing institution in order to avoid the employer influencing or, indeed, taking over the employees' agency of representation. Further, the model rested on a conception of a sharp division between the workers and the managers, for, after all, what was involved was a means of producing accommodations between those contending interests with the least social detriment. Moreover, the basic concept behind the technique for accomplishing this accommodation, namely, collective bargaining, was essentially adversarial in character. It drew on the image of two groups with divergent and competing interests each seeking through the use of pressure, backed ultimately by economic force, to further its own interests.

It was no part of the industrial model to convert employees into managers. The goal was to give them increased power to represent their special employee interests, while management continued to govern. Hence the notion emerges, on

the one hand, of groups of issues which are properly bargainable because they are indeed terms and conditions of employment and then, on the other hand, groups of issues which need not be bargained about because they entail the management of the enterprise.

It followed from this concern for preserving the collective interest that bargaining should produce conditions of employment which were uniform and which applied to all automatically with a minimum possibility for differentiation either by the employer or by the union. As Justice Jackson observed in the 40's:

> The practice and philosophy of collective bargaining looks with suspicion on . . . individual advantages. . . . Advantages may prove as disruptive of industrial peace as disadvantages. They are a fruitful way of interfering with organization and choice of representatives; . . . The workman is free, if he values his own bargaining position more than that of the group, to vote against representation; but the majority rules, and if it collectivizes the employment bargain, individual advantages or favors will finally, in practice, go in as a contribution to the collective result.[1]

The academic model as a means of carrying out the purposes of universities is quite different. Here the emphasis is upon cooperation and shared authority rather than the accommodation of conflicting interests through bargaining backed by power and threat. The professor is an employee to the extent that he is economically dependent upon his wage, but he is an active and substantial participant in the processes of management. When it comes to governing the enterprise, he shares authority and responsibility with the administration and the governing board. And his participation is central, resting not upon the accommodation of contending political and economic influences, "but upon the faculty's right, as the institution's foremost professional body, to exercise their preeminent authority in all matters directly related to the institution's professional work."[2]

Thus the academic model is built upon shared authority in decision making and influence among the faculty, the administration, and the governing board. On some issues, the voice of the faculty is predominant because of its special knowledge and competence and the requirements of academic freedom – for example, admissions, curriculum, methods of instruction and research, degree requirements, appointments, promotion, tenure, dismissal. In areas in which the administration is best equipped, it has the predominant influence – for example, in providing overall leadership to the diverse constituency of the university, in

---

[1] *Case v. NLRB,* 321 U.S. 332, 338 (1944).

[2] Davis, Bertram H., "Universities and Higher Education: Another View", *AAUP Bulletin* 54 (1968), p. 317.

coordinating the activities of the component parts of the institution, in planning and initiating changes and new programs. In all matters, however, participation is joint, and the mode of resolution of differences within the university is predominately by reasoned appeals to fact and argument and to a common set of values.

What are the justifying arguments for this mode of university governance? The answer, it seems to me, lies in a conception of an identity of interest among the major component groups of any university, an identity of interest sharply to be distinguished from the clash of interests which the collective bargaining model is uniquely designed to accommodate. The employee in the industrial relations model has no stake in the product of the company beyond his wage and the tenure of his employment. In the academic model, the professor's interest in the product is central and fundamental. His commitment is to serve the enterprise of higher education. Moreover, this commitment overrides the personal interests of the individual professor or administrator and, indeed, even of the institution as an entity, except insofar as its well-being is essential to attaining these goals.

It is the common commitment to these goals which explains and justifies the academic model as the optimal way for a university to attain them. Differences of view in the formulation and carrying out of policy is provided through the principle of participation by each component in accordance with its own special qualification, expertise and contribution and through the play of reason and suasion starting from common goals. Thus the line between management and employee is an alien concept, for both administrators and professors participate in management according to their special competence. This produces a primary focus on individualization of judgment, on an overriding concern for merit and for evaluations made by those best qualified to make them.

To describe the contrasting models of industrial collective bargaining and academic shared authority allows us immediately to perceive their incompatibility. The industrial model imports the concept of sharply adversary economic interests mediated by the processes of bargaining backed by the sanctions of bargaining power. Transplanted to the academic scene, it inevitably makes less tenable the concept of shared participation in decisions. It can work in business and industry because of the sharp division between the management and the employee function. The academic model knows no such line, although following the industrial precedent may well eventuate in its development. This has even been vowed as an explicit goal by some proponents of collective bargaining in colleges and universities. Mr. Lieberman, for example, in a recently well-publicized article, has argued that the removal of the faculty from administration is to be regarded as one of the gains of collective bargaining:

> Unfortunately, pathetic confusions about professionalism have misled faculty members into believing that professors at each institution are

> entitled to make management decisions. The tragedy is that so many administrators, governing boards and legislators have been conned into accepting this irresponsible doctrine. Collective bargaining will force professors out of administration, but administrators will be monitored by faculty unions in the performance of their administrative duties.[3]

To be sure, Mr. Lieberman sees collective bargaining by unions as a means through which the faculty may have a major role in establishing the criteria in accordance with which management administers and on the basis of which the unions monitor management. This brings us to other points of dissonance between the industrial and the academic model. The union is essentially a political, majoritarian institution. It exists to represent the interests of its members as determined by a majority of those members. Such a body is hardly structured to maintain a sensitive and dispassionate view of what is in the best interests of the institution as a whole. On the industrial scene, this does not matter since it is management's job to look after the objectives of the enterprise and the union's job to look after the interests of the employees. It matters a great deal, however, on the university scene. The upshot of the industrial model transplanted to the academic scene, therefore, is loss of participation in academic government except through union collective activity, which, for reasons I have been suggesting, is a kind of participation peculiarly ill-suited to securing sound and dispassionate academic judgements of what is needed to best further the business of research and teaching in the public interest.

Let me be more concrete. Faculty unions based on the industrial model have proposed not the conventional seven-year tenure period, but a tenure period of much shorter duration comparable to that of school teachers. Moreover, they have proposed procedures which would create every presumption that tenure will be awarded except in the presence of demonstrated and proven inadequacy. The university's interest in obtaining the most meritorious faculty possible is naturally subordinated to the employee interest in his job. Or consider the role of the faculty in maintaining and enforcing standards of professional responsibility. An industrial type union would hardly find it either possible or desirable to promulgate and enforce standards of appropriate behavior against its own members, for its role is to protect the employee and not act as his censor.

The general university emphasis on individual merit in teaching and in research tends inevitably to be subordinated to collective interests. As one observer has noted:

> [S]ince the majority of any group, however elite, is necessarily less elite than the most elite in the group, there is apt to be resort by the less-qualified majority to the political power resulting from numbers to

---

[3] Lieberman, Myron, "Professors, Unite!" *Harper's* 243 (October 1971), p. 69.

> achieve the ascendancy of "good fellowship," mediocrity, the less-demanding life, over high standards and excellence. . . . [I]n the "one-man, one-vote" context of democratic unionism the vote is not apt to be delivered by a program of incentives toward excellence, but by a program of immediate cross-the-board benefits, for the existing majority.[4]

It is not surprising, therefore, that recent AFT literature "opposes 'merit-rating' systems of pay for teachers, on the basis that such systems cannot operate without the injection of personal bias and preferment"[5] and that one of its leaders has deprecated "academic entrepreneurs who hop to other institutions that are ready to pirate them away with the lure of *individual* betterment."[6]

This vision of industrial collective bargaining transplanted to the academic scene is often deprecated as no more than a bugbear, although for myself there are enough real bodies pressing that dark vision to take it seriously. Still, if it is a bugbear, that is because there are ways of altering the industrial model so that faculty unionism may operate harmoniously within the rationale of the academic model. Let us now consider these.

This third model of academic collective bargaining turns on splitting apart two sets of interests of the faculty – their interest as employees and their professional interest as co-determiners in central educational decisions. Insofar as the faculty's interest in terms and conditions of employment is concerned, they would be represented by the union. No longer would they be the victim of a take it or leave it psychology on the part of the legislature, governing board or administrator. Instead, they, like their industrial counterpart, would benefit from a collective representative with far more power than they would have as individuals. On other matters, however – matters of educational policy, curriculum, recruitment, research, planning and the rest – they would continue to participate with the administration in the ways now generally accomplished through modes of university governance. The added power which comes with collective bargaining could be used to strengthen the system of shared academic governance and, indeed, to establish it at places where it does not exist at all.

Let me now comment on the feasibility of this model.

First of all, whether or not it has a chance depends upon certain rather particular developments in faculty collective bargaining. It depends, for example, on the kind of faculty union which gains favor in American higher education. To the extent that unions which are heavily influenced by the industrial model

---

[4] Oberer, Walter E., "Faculty Participation in Academic Decision Making," in Elam and Moskow (Ed.), *Employment Relations in Higher Education* (1969), p. 143.

[5] Questions and Answers About AFT, Item 15, pp. 6-7, quoted in Finken, "Collective Bargaining and University Government", *AAUP Bulletin* 57 (1971), p. 149.

[6] Kugler, Israel, "The Union Speaks for Itself," *Education Record* 49 (1968), p. 414.

prevail over independent faculty organizations or those with a genuine academic base, the chances of this third model gaining favor are substantially reduced.

A good deal also turns upon how governmental agencies, state and federal, go about determining appropriate bargaining units in colleges and universities. Traditional Labor Board criteria for determining what unit is appropriate, for example, have centered around the extent of the community of interest as employees. To the extent such criteria are given weight, the unit, and therefore the union which represents it, will necessarily be less a faculty group than an employee group, for it will include large numbers of non-faculty personnel – non-teaching professionals, counsellors, part-time teachers – who need not share the faculty's preeminent commitment to academic governance. Then too, bargaining unit determination has a geographic dimension as well as an occupational one. Where the appropriate unit is seen as encompassing employees of state-wide college and university systems rather than only those at a particular campus, the traditional patterns of government in academic matters are less likely to prevail. Rather, the strains on faculty autonomy, already felt in highly bureaucratized state-wide systems, are bound to be magnified, perhaps to the breaking point, by the added strains of statewide collective bargaining.

Another factor of importance is what emerges by law and practice as appropriate matters of collective bargaining. To the extent that the notion of terms and conditions of employment is broadly read to include all issues which have a potential impact upon those matters (and what doesn't?), the possibilities of confining the union role are not great.

But still, even assuming these difficulties are hurdled, what are the prospects of success for this split model? In part it depends on the quality of a college's or university's system of governance. In those institutions where the traditions and aspirations of academic government have been the most deeply entrenched, this third model of collective bargaining may possibly succeed, to the extent collective bargaining comes at all. On the other hand, I see little chance of this model prevailing at the great mass of community colleges, junior colleges and recently converted teachers' colleges, for only a strong countervailing traditional force can be expected to confine the logic of the industrial model.

In any institution there are major difficulties of carrying it off. After all, this third model is built upon the acceptance of the continued desirability of the traditional form of faculty government. But in recent years there has been a substantially decreasing consensus in university communities that this is worth preserving, quite apart from collective bargaining. In part, this has come from the insurgent demands of students to participate as people with a stake in the venture; from comparable claims of non-faculty professionals who traditionally have not been accorded the faculty's governmental prerogatives; and from dissatisfaction within the academy, particularly among younger faculty, who see the traditional system both as an extension of the establishment in operation and as a means whereby dissent and unorthodoxy are trimmed to the pattern of the comfortable and the powerful among the faculty.

I see no particularly strong commitment by administrators and governing boards to come to the rescue of the traditional pattern of shared government. Rather, the move has been, in recent years, to resist the extension of the authority of academic senates, to withdraw delegated authority and to overrule faculty actions. Indeed, resistance to shared authority by administrators and boards has itself been a powerful force in producing the predicament we are in. As a consequence of this pulling apart of the poles, I see a decreasing support for seeking ways to maintain the best features of the traditional concept of academic governance.

Further, this third model has a number of built-in tensions and inconsistencies which do not augur well for its success. It depends upon maintaining the line between the personal economic interest of the professor and his professional interest in the university best attaining its objectives. Yet the interests overlap. Courses and curriculum call upon essentially professional judgments about educational policy. Nonetheless, such judgments inevitably have an impact on teaching assignments, the size of departments and teaching loads. As Professor Brown observed:

> Once a bargaining agent has the weight of statutory certification behind it, a familiar process comes into play. First, the matter of salaries is linked to the matter of workload; workload is then related directly to class size, class size to range of offerings, and range of offerings to curricular policy. Dispute over class size may also lead to bargaining over admissions policies. This transmutation of academic policy into employment terms is not inevitable, but it is quite likely to occur.[7]

An even more significant tension arises from the fact that the creation of a union involves the presence of an additional focus of power and authority. It may be that this body would see its role as protector of the paramount authority of the individual faculty member and of the academic senate. But there is good reason to believe otherwise. As a bureaucracy with a political base, it would be extraordinary if the union did not devote itself to tightening its own decision centers. It would be expectable, therefore, that the union would tend to view academic senates as competitive threats and individual faculty influence on academic decision-making as subversive.

*I* fear I have presented a distressing account of the impact of unionism on colleges and universities. But the reason is that I have sought to assess the influence of collective bargaining in terms of the system of governance infused by shared authority and a commitment to professionalism.

---

[7] Brown, Ralph S., "Collective Bargaining in Higher Education," *Michigan Law Review,* vol. 67, no. 5 (March 1969), p. 1075.

In fact, however, that system itself is largely an idealization. It does not account for the reality in the majority of colleges and universities. And perhaps it was an illusion to believe that it was ever broadly attainable. Consider the enormous number of campuses which are autocratically run by boards and administrators with a minimum of faculty input and influence. It is not clear to me that faculty collective bargaining would not be a better choice, even accepting its drawbacks, not only for the welfare of the faculty, but for the goals of the institutions themselves. Perhaps it is best to recognize reality for what it is and accommodate to second and third bests rather than to continue kidding ourselves.

The harder question, of course, arises at those campuses where shared authority has found some footing, modest or substantial. It is there that there is the most to lose. But in the last analysis, I cannot escape the view that it is not unionism that constitutes the threat, but the underlying conditions that gave rise to it. And chief among these is the unreadiness of administrators, governing boards and faculty to live with the demands and restraints and to accept the implications of the model of shared authority. There is no point lamenting the loss of a form of university governance that those involved find unacceptable in practice, whatever they proclaim in speeches and statements.

Where unionism and collective bargaining prevail, it is perhaps just as well that they have their day. In any event, I expect that at the best run colleges and universities, with deep commitment to excellence and professionalism by faculty and administration, the traditional model is likely to continue, and even if some form of collective bargaining develops, it is likely to be domesticated within the overall constraints of a shared authority model.

# *Panel: Effect of Unionization on the Collegial Roles of Faculty, Students and Administration*

Werner A. Baum
Matthew W. Finkin
Thomas J. Mooney
Paul J. Reiss

16/17

# *A President's Experiences*

Werner A. Baum

I approach this panel's topic with both biases and experience. It is only fair that I tell you a little about them, so that you may discount my remarks accordingly.

I have long been dubious about the role of collective bargaining in higher education. Some of my reasons for this doubt will be clear shortly. A year's experience with collective bargaining at the University of Rhode Island has reinforced my doubts, though it has also taught me that the faculty can increase its pay through the process.

We are the only major state university in New England which is unionized, the American Association of University Professors being the bargaining agent for the faculty. As recently as two years ago, I would have considered unionization of our faculty as unlikely. However, the picture changed suddenly when a financial crunch – a reduction of about 9 percent in state funds for general operations during an era of growth and cost inflation – forced us to abandon a long-promised goal of raising faculty salaries to at least the midpoint of a comparison group. The faculty responded by organizing. Salary was the only substantial issue. There were no significant problems about academic freedom or faculty participation in governance, for example.

After about half a year at the bargaining table, and with the fiscal year more than one-quarter over, we have just signed an agreement. The terms are quite favorable to the faculty. Were one to judge the value of collective bargaining to the faculty from the short-range point of view and solely on the basis of salary, we would have to judge it as valuable.

Specifically, in our budget for the current year and before the Labor Board election, I proposed to our Board of Regents an adjustment of 12 percent in faculty salaries. The Board reduced this and went to the General Assembly with a budget calling for 6 percent. This 6 percent raise was the amount finally built into our budget. The contract resulting from collective bargaining provides for 8 percent. Thus, collective bargaining led to one-third more in raises than would have been given under the traditional method.

More significantly, the agreement provides for another 10 percent salary increase next year. Had I, as president, proposed 10 percent to the Board under prevailing fiscal conditions in Rhode Island, I do not believe it would have been accepted. The faculty, I am confident, did much better than I could have done on its behalf. It remains to be seen, of course, whether the General Assembly will make available the funds or whether they will have to be squeezed out of the existing program. We may find ourselves in the situation, now common in public schools, of having to cut other educational items to meet salary commitments from limited appropriations.

To show you how I felt just before our faculty voted to organize, let me quote selected paragraphs from a talk on collective bargaining which I gave about a year ago at the Conference of Southern Academic Deans.

> Some kind of representational system is clearly essential in colleges and universities with student enrollments in the thousands and faculties running into the hundreds. Daily personal contact is out of the question. My regret is that the form of representational system being imposed upon us by law is a round peg for a square hole – or a square peg for a round hole; I am not certain which. The legal provisions and precedents carried over from the industrial arena for which they were designed will multiply the vexing problems that are always present when a bilateral system of decision making replaces either a unilateral or multilateral system . . .
>
> There are infinitely more differences than similarities between a production worker of General Motors and one of our faculty members. Professor Clyde Summers of the Yale Law School, an outstanding authority on labor law, has asked: "Are not those who talk about bringing industrial collective bargaining into a university going backwards rapidly? Whoever heard of the union in industry helping choose the corporation president or the shop foreman? Do unions in industry decide what product shall be produced, what raw materials should be bought, or what process should be used? . . ."
>
> There are any number of areas where the public policy behind the collective bargaining statutes is at war with educational policy. Take the matter of individual merit. All experts, union as well as management, agree that individual initiative suffers when the principle of seniority is adopted. Unions must favor policies that tend to treat all employees alike. This loss is accepted because of the overriding interest of the group. . . . The difference between the importance of individual merit in a worker in industry and academic excellence in a faculty member is not a difference of degree. It is a difference in kind. To an industrial enterprise, merit is an asset. But it is the *sine qua non* of a university. We have much to fear from the imposition of the seniority concept as

adopted in industry to the evaluation of faculty members for retention, promotion or increases in salary. . . .

It seems to me that the legislative approach of a strong university senate is immeasurably more appropriate for the academic community than the bilateral conflict approach that is characteristic of collective bargaining in the business world. In the first place, a professor is better equipped than an industrial worker to use a legislative system. There is not the same need for the expertise of outsiders that there is in a trade union. Moreover, in a business enterprise only two groups have to be accommodated, labor and management. This makes a bilateral process adequate to represent all interests involved. But in the university community the students – or customers if you will – are clamoring for a voice and there is no seat reserved for them at the collective bargaining table. If unions dominate the campus, subjects of vital concern to students such as class size, faculty office hours, and grading systems are going to be determined bilaterally between the administration and the representatives of the faculty.

These concerns and others relating to the quality of life in the academic community have been reinforced by my limited experience with collective bargaining. Let me turn to some examples of the changes I have seen or sensed in the collegial roles among the participants. I emphasize that these are the impressions of one individual in one specific situation; I am reasonably certain that local conditions, varying from place to place and from time to time, prohibit generalization to all places and time.

Within the faculty itself, the most fundamental new problem involves the Faculty Senate. After more than a decade of increasing, responsible participation in university governance, the Faculty Senate is faced with an identity crisis. Where is the line drawn between matters that are covered in the union contract and matters that are legislated by traditional means? Already we have replaced faculty appeal board procedures by grievance procedures under the contract; the policies governing promotion and tenure have been taken out of the domain of the Faculty Senate and included in the contract. It is not consistent with the academic psychology to delegate such matters to a group sitting at a bargaining table; these are the fuels which fire extended faculty debates in an open forum, and the faculty loves its debates. The Faculty Senate may find itself reduced to matters of curriculum, which are difficult to debate on a university-wide basis in a large and complex institution such as ours; so the Faculty Senate may just die. However, I would not expect it to do so without a "battle royal."

What has been the response of our non-faculty professional personnel to the faculty's action? I would bet that you can easily guess. Already enraged by the fact that this year's budget included only 5 percent raises for them as opposed to the 6 percent approved for the faculty, these administrators are hard at work unionizing. It is my guess that they will succeed in organizing. Their union will

be a different one, probably associated with the AFL-CIO. Then we shall have two bargaining agents, each seeking the larger share of the same pie. I do not expect this to enhance the tranquility of the University – or the "community of scholars," as it was once known.

And what about the students, the primary reason for our very existence. The vast majority, of course, does not know or understand what is happening except in the most superficial terms. However, the more active and astute among them are beginning to stir. They see that after they have invested much time and energy to gain a voice in faculty and administrative bodies, key decisions are being shifted to the closed bargaining room. They see the faculty fighting for rewards which the students deem just but which might have to be paid for with higher student fees or reduced program quality. They are starting to talk about unionizing, though I do not quite see how this would work with the rapidly changing composition of the student body and with no weapon other than refusing to take advantage of the opportunity for education.

Be that as it may, it seems to me that collective bargaining is bringing the students and the administration closer together. Certainly my relations with such student leaders as the President of our Student Senate and the editor of our campus paper are more collaborative than in recent years. While there are several other variables at work, including a change in national climate, my discussions with student leaders convince me that their concern over collective bargaining is relevant.

I have had one big surprise. Relations between the faculty (at least the union leadership) and the university administration have been *improved* by collective bargaining, I believe. This may be a temporary phenomenon, and it is certainly due to some local factors which I must briefly explain.

Rhode Island has had a complete restructuring of education, and we now have a Board of Regents which governs all education from kindergarten through graduate school. This Board has exercised governance over the University of Rhode Island since July 1970, and since January 1971 it has had a chief staff officer, the Commissioner of Education. The Commissioner has built a staff, one of whom is the leader of the management bargaining team. Thus, while the President of the University has representatives on the bargaining team, the Board clearly looks to its own staff to play the leadership role because it considers the bargaining to be with the Board – not with the University administration. [See also "The Rhode Island Experience", p. 103. Ed.]

As one by-product, some faculty have come to perceive the Board and its non-campus representatives as the real antagonist, while the University administration is seen as having at least sympathetic understanding of the faculty's hopes and problems. In some ways collective bargaining is like psychiatric group therapy: it reveals hidden problems and occasionally leads to mutual understanding if not agreement.

I do not expect this state to last because, after all, the University administration does represent management once the management-labor line is

clearly drawn. The Governing Board negotiates the contract, but the University must administer it. Until collective bargaining, for example, when Professor Jones had a heart attack and needed somewhat more time than he had accumulated in sick leave, a vice president or I could work out some *ad hoc* solution to have at least his classes covered and to keep his paycheck coming. When Professor Jones returned, we could have a friendly drink together at the Faculty Center. If Professor Jones should now have another attack, he will have to go off the payroll the day he uses up all leave already earned. I am not sure he will then be in a mood for a friendly drink when he returns, even if I should volunteer to pick up the tab. And thus the wedge between faculty and administration is probably inevitable, for I have become an employer and he has become an employee.

Despite my misgivings about some aspects of the collective bargaining process, I believe we may also realize some positive benefits.

Collective bargaining is bringing many faculty face-to-face with some of the fiscal realities and difficult choices involved in managing large educational enterprises. The Carnegie Commission has warned that higher education must become "more provident" because higher education "may be reaching a ceiling on the amount of money it can expect from society." Under these conditions all members of the educational community are prompted to take a careful look at how the institution is utilizing its increasingly limited resources. If faculty salaries are to be raised, then it may be necessary to increase the student-faculty ratio slightly, or drop some marginal courses which serve only a fraction of the student body, or even phase out programs and departments. In the area of graduate education, faculty have been eager to propose new masters and PhD programs, but slow to trim back on weak programs that no longer meet regional or national needs.

While striving for sensible efficiencies, we must, of course, guard against some real dangers. Commenting on the Carnegie Commission report, for example, the *New York Times* said, "Faculty objections to a narrow bookkeeper's approach to higher education are entirely justified. Universities are not manufacturing plants; teachers are not working on an assembly line."

I am concerned, too, about the evident willingness – among some governing boards and some faculty – to add to the already heavy burden of students and their parents, either by higher fees or reductions in student aid. While some may argue with my use of the word "willingness" to describe the attitude toward higher student costs, the academic community – in general – remains mostly silent on the subject. Yet, in New England in particular, even state supported schools have reached a point where their costs are prohibitive to minority and low-income families.

We must deal with our world as it is, not as we wish it were. We administrators and our trustees must recognize our limitations. We do not make the choice, say, between collective bargaining or an improved academic senate.

The individuals who will cast the die are the members of our faculties. The logical and emotional mix which goes into a faculty member's decision is composed of factors over which we have little or no control. More and more faculties are opting for union representation because legislatures and governing bodies are squeezing higher education budgets. With inflation on the march, faculty members have lost purchasing power the last few years. At the same time, they have observed secondary school teachers apparently being protected by unions. Under such circumstances, is it any wonder that faculties increasingly go for the short-term gain and ignore the long-term losses that exclusive representation by a union involves?

On our campus, the process is still in its early stages. I do not know precisely how we shall change for better and for worse. I do know that governance and administration will never be quite the same in the future as they have been in the past. I urge all of you to prepare for changes, and I envy you the fact that you can learn from our mistakes.

# *A Faculty Perspective*

Matthew W. Finkin[1]

In their classic study, ***The Academic Marketplace,*** Caplow and McGee noted one of the earliest of modern observations on the collegial role of the faculty in higher education – that of Professor Adam Smith in *The Wealth of Nations,* published in 1776:

> If the authority to which he [the professor] is subject resides in the body corporate, the college or university of which he himself is a member, and in which the greater part of the other members are, like himself, persons who either are, or ought to be teachers, they are likely to make a common cause, to be all very indulgent to one another, and every man to consent that his neighbor may neglect his duty, provided he himself is allowed to neglect his own.[2]

Thus collegiality, like democracy, may be a most unacceptable form of government – second only to all others. For, as Caplow and McGee go on to point out, Smith had even stronger arguments against authoritative administration.

Looking at the topic for this panel as a lawyer, my professional interest is less engaged in the fabric of collegial relationships (which, for better or worse, I assume to be a largely sociological question) than with the structures which serve to foster or impede its enjoyment. To me, collegiality implies a sharing of professional values between administration and faculty and a concomitant minimum of administrative interference in the performance of the faculty's professional role in the life of the university. By this conception, the authority to which the profession is subject is, as Adam Smith observed, resident at least to some extent in his colleagues.

---

[1] The views expressed are the author's and do not necessarily represent the policy of the AAUP.

[2] Adam Smith, *The Wealth of Nations* (1776) quoted in Caplow and McGee, *The Academic Marketplace* (1965).

The antonym for this relationship is not "adversary" but "bureaucratic." Adversary relationships can and frequently do arise, even in the most collegial settings. For my purposes, the test is whether academic issues are disposed of on the merits with appropriate weight accorded professional opinion, or by resort to the placement of the official deciding the question in the institution's hierarchy. By this standard there are a relatively large number of institutions where collective bargaining does not obtain and where the roles of faculty and administration cannot accurately be called collegial.

In a collective bargaining context, the alternatives for institutional relationships can be posed in two broad categories, the latter with two limbs. The first would maintain that collective bargaining is inconsistent with the performance of a collegial role. When a faculty opts for a collective bargaining relationship, the proponents of this model would maintain, it must yield some of the concomitants of professional status. Vice-President Reiss, for example, distributed a lengthy memorandum to the Fordham Faculty during that administration's campaign against the selection of a collective bargaining representative, which stated in pertinent part:

> A successful unionization of the Fordham Faculty would require a drastic alteration of our present system of shared governance. Given the formal labor-management relationship required by the collective bargaining process, the University could no longer share the governance of its affairs with the Faculty. It is inconceivable that the Faculty could, at one and the same time, assume the role of labor and management. The resulting conflict of interest is so obviously apparent that even the most ardent labor organizers find it difficult to dismiss.[3]

In reviewing the literature on this question, one is struck by a like predictive quality in what some of the writers have had to say. Most prominently, Professor Myron Lieberman, writing the lead article in the October 1971 issue of *Harper's Magazine,* struck a note:

> Unfortunately, pathetic confusions about professionalism have misled faculty members into believing that professors at each institution are entitled to make management decisions. . . . Collective bargaining *will* force professors out of administration, but administrations *will* be monitored by faculty unions in the performance of their administrative duties.[4] [emphasis added]

---

[3] Memorandum, *The Implications of Faculty Unionization at Fordham University* (October 5, 1971), p. 3.

[4] Lieberman, Myron, "Professors Unite!," *Harper's Magazine* (October 1971), p. 69.

The underpinnings for the faculty's collegial role in the institution rest, as I understand it, on three bases. First, it is institutionally desirable that the faculty's expertise be brought to bear on the institution's internal decisions. This includes not only disciplinary expertise but the detailed knowledge that comes from the conduct of day-to-day instruction and research. Second, an institution's decisions must be generally acceptable to its components. It is not sufficient that a decision merely be announced by the individual or body possessing legal authority to issue it in order to achieve acceptance or legitimacy, as some of the disruptive events of 1968 and 1969 made painfully clear. Thus the participation of a variety of faculty bodies, sometimes with conflicting jurisdictions or attitudes and almost inevitably with long delays, does attempt to achieve the imprimatur of legitimacy in the decisions produced, assuring a wider degree of acceptability on the part of those who must play a role in carrying them out.

Third, and perhaps the most important, the ends of faculty participation also have something to do with academic freedom. The professor is a highly trained professional located in a complex organization and subject not to regulation by an organized peer group, as is medicine and the bar, but by devices embedded in an employment relationship. His and his colleagues' participation in a myriad of committees and other faculty bodies made part of the institution's formal structure, serve as a buffer against incursions on his autonomy by non-professional forces. Faculty selection or participation in the selection of department chairmen, deans and officers of central administration (who themselves are often drawn from the ranks of the faculty) are another means of assuring sensitivity within the official hierarchy to professional values.

It seems to me, then, that none of the reasons for the faculty's collegial role are inconsistent with collective bargaining *per se*. The professor is no less an expert after a representation election than before, and the desirability of making that expertise available no less clear. Institutional decisions must still be legitimated through some form of faculty participation. The protection of the liberty of teaching and inquiry is no less important. The question is one of the means used to effectuate these principles in the context of a collective bargaining relationship.

Accordingly, the second alternative would maintain or broaden rather than narrow the faculty's role, but through either of two means: through the union itself or through more traditional collegial bodies living along side and perhaps supported by the collective bargaining relationship. I realize that for many institutions this may be a spurious distinction. Where there is no established faculty authority, the institution has enjoyed a history of administrative or trustee autocracy, and the faculty is both few in numbers and homogeneous in attitude, it may be that a faculty union can fulfill many of the purposes served by other more collegial forms. In such institutions the faculty could be understood to bring its expertise to bear at the bargaining table rather than in the committee room, the conduct of collective bargaining could itself be viewed

as a satisfactory legitimating process, and the resultant contractual grievance procedure could be used to protect the freedoms of the faculty by resort to arbitration.

On the other hand, this example illustrates why the bargaining agent's move to assume matters within the ambit of the faculty's professional responsibilities would ill serve the mature college or university. As Professor Kadish has pointed out, the conduct of bargaining implies a sharp division of authority while collegiality requires appeal to interests held in common. The majoritarian and political character of the agency itself places in question whether the bargaining process can serve as an appropriate legitimating mechanism for all issues. Finally, resort to external agencies to break impasses or to resolve grievances concerning academic liberties is itself erosive of the concept of professional autonomy.

It would be naive, however, to fail to recognize that the bargaining agent's assumption of faculty authority would have a certain attraction for it. Such a development could serve to stimulate membership (and revenue) and should the union secure a role in decisions affecting faculty status some impetus would be given faculty members either to be active supporters of the union or else refrain from being too vocally critical. Moreover, the statutory definitions of scope of bargaining and exclusiveness of representation create an extremely murky area in distinguishing a "term of employment" to be bargained only with the union from a professional matter to be taken up with an internal faculty body. This creates the potential for serious jurisdictional disputes between the two agencies and, as an official of the American Federation of Teachers once said to me, "No one shares power with another willingly." Finally, if in response to the selection of a bargaining agent the administration chose to opt for the first alternative, it would be logical for the bargaining agent to press its prerogatives in return, with the faculty's authority caught in the squeeze. It was for these reasons that the 1967 report of the Task Force on Faculty Representation and Academic Negotiations of the AAHE concluded that such dual arrangements would be unstable over time.

Interestingly, though critical of the implications of collective bargaining, Professor Kadish has suggested that the traditional theory of the professoriate could be reconciled with it:

> Collective bargaining might be absorbed, though with some strain, into an acceptable theory of the profession to the extent it takes forms which exclude external, nonacademic control and shores up, rather than displaces, traditional faculty self-government.[5]

This is, I should note, the policy of the AAUP incumbent on those of its affiliates which choose to engage in collective bargaining. The first question is,

---

[5] Kadish, Sanford H., "The Theory of the Profession and Its Predicament," *AAUP Bulletin* 58 (1968), p. 125.

can it work? Are, as the AAHE predicted, the strains too great? Second, can we identify the factors which will assist or impede the realization of this model?

On the first question, a review of AAUP agreements indicates that this policy is having an effect. The recently concluded collective agreement for Ashland College in Ohio and an earlier agreement of the New York Institute of Technology, for example, require the establishment of governments independent of the bargaining agent where palpably none had previously existed. Bargaining relationships of longer duration at Rutgers University and St. John's University have been fully supportive of collegial relations – the former by consciously narrowing the scope of bargaining basically to economic matters while the governance of the institution proceeds through traditional forms, the latter by incorporating into the agreement by reference the *Statement on Government of Colleges and Universities* of the AAUP, the American Council on Education and the Association of Governing Boards of Universities and Colleges. In that instance, the bargaining agent literally serves as the guarantor of a faculty authority to be exercised independent of the bargaining agent itself.

Turning to the second question, I suspect a variety of factors will play in determining which of these models the institution proceeds toward. Certainly the composition of the bargaining unit plays a role – the larger and more diffuse the unit the more likely it is that professional values will be diluted. Concomitantly, the exclusion of colleagues from the bargaining unit under management or supervisory exemption language, particularly department chairmen or directors of educational programs, may assist in eroding collegial relations at what may be the most critical level, the academic department.

In addition, the statutory definitions of scope of bargaining and exclusive representation play a role. In the private sector these definitions and their administrative interpretations were developed for enterprises very different from colleges and universities. In the public sector it is not uncommon for statutes to be fashioned in the light of the competing assertions of large blocks of organized employee interests, such as school teachers or classified personnel, on the one hand and the executive branch on the other, without much, if any, attention paid to higher education.

Most important is the attitude of the administration or the bargaining agent to the issue of collegiality itself. Either can, yielding to the pressures or opting for what it conceives to be in its best interests, press for provisions destructive of collegial relations. The situation in the City University of New York serves as an excellent example. The bargaining agent represents a very large and incredibly diverse bargaining unit comprising higher education from the community college to the graduate school and including professors, lecturers, adjunct and part-time and a miscellany of administrative positions. (Indeed the polity for institutional government on the department, campus and university-wide levels is not coextensive with the far wider bargaining unit and, not surprisingly, the union has recently sought to render the former almost coextensive with the latter.)

Further, the history of relations between the faculty's bargaining agents and the administration has been something less than cordial. According to the Vice Chancellor, more than 60 percent of the 115 grievances filed in the first two years of the collective agreements have gone to arbitration. Though he has attempted to rest the blame for this extraordinary statistic wholly on the bargaining agent, a perusal of some of the resulting awards does not result in wholehearted endorsement of that conclusion. In addition, there is evidence that the administration attempted to reduce faculty responsibility in reply to the selection of bargaining agents and chose to curtail its acceptance of collegial non-bargaining bodies in ostensible reliance on the bargaining relationship.[6]

The first CUNY agreements (for there were then two bargaining units) manifested intent not to interfere with duly constituted faculty governments explicitly including collegial "academic judgments." Difficulties arose in the administration of these agreements pointing to areas requiring refinement in their renegotiation. Thus one would have expected that the bargaining proposals for the second agreement would seek further clarification in accord with this general approach. The proposals of the now joint NEA-AFT organization in CUNY were presented to the administration last June. They would, in my estimation,

> place internal faculty decision-making largely at the discretion of the bargaining agent. They would lock the faculty into a rigid system of evaluation, tenure and promotion policies, substantive and procedural, which would make it virtually impossible for a school or department faculty to aspire to excellence in scholarship or to set for itself any other goal concerning the content of its program requiring judgments in retention decisions on the basis of the program's needs. The demands would considerably expand and, it may be suggested, substantially dilute the basic concept of academic freedom and tenure.[7]

It is difficult to assess why the union took that approach. Certainly the size and complexity of the bargaining unit muffled a clearer representation of the concerns of full-time professors in the senior colleges. The administration's attitude may have exacerbated strains in administration-union relations. Difficulties in administering procedures which attempted to allow for the exercise of

---

[6] This is discussed in Finkin, "Collective Bargaining and University Government, 1971," *Wisconsin Law Review* 125 (1971), pp. 140-46.

[7] Finkin, *Academic Implications of the Bargaining Demands of the Professional Staff Congress (AFT-NEA) in the City University of New York,* memorandum to General Secretary of the AAUP, August 29, 1972. This memorandum was prepared at the request of the General Secretary after inquiry of the Association's analysis by members in the City University. It was widely distributed in the system and the author believes it a matter of public record. See "AAUP Advises in CUNY Talks," *Academe,* vol. 6 no. 4 (October 1972), p. 3.

peer discretion on matters of faculty status while simultaneously setting rigid and perhaps unreasonable procedural requirements may have made it attractive for the union to opt for less flexible and thus more easily policed provisions. Whatever the factors, it is clear that the CUNY organization's conception of the kind of University it wants varies sharply from the conception of collegiality I have been discussing. Indeed, these proposals represent a palpable celebration of the civil service mentality which, as I noted at the outset, is antithetical to professional values. But they do serve a most useful purpose – they illustrate rather vividly what to avoid in collective bargaining.

*I* seem to have come this far only to draw the rather mundane conclusion that the parties will get the institutional relations they deserve. One need not have collective bargaining for an atmosphere leaden with bureaucracy. On the other hand, there is sufficient experience in mature and, indeed, in some developing institutions to conclude that, where the parties share a commitment to collegial values, collective bargaining can become, as two Canadian observers put it, simply another aspect of institutional pluralism.[8]

---

[8] B. Adell and O. Carter, *Collective Bargaining for University Faculty in Canada* (1972), p. 79.

# *The Role of Students*

Thomas J. Mooney

Collective bargaining in the university, once seen as only a distinct possibility, is becoming more real every day. This new phenomenon already has caused serious rifts and ill feelings to be manifested between faculty and student groups on several campuses. For example, Philadelphia Community College was closed down two years ago by a faculty strike which, in turn, outraged students who felt, not unjustifiably, that they were being denied their right to an education by an intransigent faculty who were already indifferent to their needs. As a result, the students went to court and the faculty and students were pitted against each other – nothing positive was gained.

Of course, not all collective bargaining procedures in higher education, although adversary in nature, will nor should end up in turmoil and conflict. Ostensibly, disagreements between faculty and students will occur only when there is a basic and unalterable difference in objective.

The confrontations that occurred on many campuses during the last eight years have brought many changes to university life. Students demanded a say in the decisions that affected them – from parietals to minority recruitment, to evaluation of teaching, to university disclosure, ad infinitum. Now, however, many student leaders see the gains their predecessors made threatened by faculty unionization. Many college contracts already signed contain items which threaten gains made by students:

> An informal fall, 1969 survey of sixteen New York community college contracts which identified subject matters covered in the aggregate contracts, showed 106 different items, which included work load, teaching assignments, seniority rights, class size, contact hours, faculty rank ratios, curriculum, faculty student ratios, prior consultation on educational policy and budget matters.[1]

---

[1]McHugh, William F., "Collective Bargaining and the College Student," *Journal of Higher Education,* vol. XLII, no. 3 (March 1971), p. 178.

Obviously, many of these items rightly concern students and their future involvement in university governance. Hence, collective bargaining on a university or college campus will be forced to address itself to the role that students must play in the proceedings and in the formation of the final contract.

The conflict that can be seen arising will not occur if all three estates of the university – faculty, administration and students – work together to solve the problem. Of course, this is much easier said than done.

What are some of the obvious problems arising from unionization? First there is the economic conflict: To a great degree, money is the name of the game.

Collective bargaining began in the community colleges and has spread rapidly to other schools. So far, though, the phenomena have flourished primarily at state, city or community colleges such as the New Jersey State Colleges, State University of New York, City University of New York and Philadelphia Community College. Most of these institutions of higher learning were founded to give an education to students from working class homes, students who wanted a college education, but could not afford a Princeton or Harvard. Many veterans, older students, married students and minority students attend these schools – they cannot afford to attend schools in a higher economic bracket. Thus increases in tuition at these less affluent schools have a very deleterious effect on them. This runs counter to the faculties' attempt to improve their own personal economic standing.

For the most part, there is a paucity of information in this new field, but I think it is safe to assume that students who are not financially well-off cannot and will not tolerate tuition increases for any reason. One case in point is a tuition increase which was attempted at Temple University in Philadelphia. The administration of the University claimed that a tuition increase could not be prevented and established an increase of $50.00 per semester. This issue galvanized a previously apathetic campus since it touched all the students in a very basic way. The student government office was beseiged with outraged calls from parents and students, and a plan was devised whereby students would take a defined payment plan and refuse to pay the last payment which, ironically, was $50.00 (the same as the tuition increase). Also, there were plans to set up a permanent lobby group in Harrisburg, Pennsylvania, the state capitol, whose sole purpose was to lobby for more funds for education. Finally, an attempt was made to involve parents, teachers and the entire community to pressure for more funds for education and lower tuition.

This multifaceted attack transformed an indifferent campus into a bastion of activism. Thousands of letters were written, phone calls were made, and over 75 percent of the student body promised to withhold their final tuition payment. For the first time, students at Temple University united for a common goal. The results were positive; funds that had been tied up in the state legislature were released and further tuition increases were prevented.

This illustrates the potential force of the economic issue, especially at colleges where students have limited access to money. It is the one issue that can effectively organize them into action. Not all of the action must be negative, however. Faculty seeking increases in salary, along with students seeking lower tuition, have a common struggle if both factions will work together for more funding for higher education. In fact, all three estates of the university have a common problem in this regard. It would not surprise me to see faculty and student groups and some administrations working together as a lobbying force in their state capitols. This would occur primarily at state, city and community colleges, but it would certainly be a positive and desirable action.

Even though the lucrativeness of the contract settlement is one of the salient issues regarding the effects of unionization on students, it is not the only one. The problems of university governance and academic issues are also important.

No one likes to give up power. The incursion of students into affairs generally reserved for faculty and administration – such as discipline, curriculum, course content, university governance, etc. – was a long, hard struggle made in the conference room when possible and in the streets when necessary. Undoubtedly, students at many colleges will attempt to be included in the bargaining talks and the resulting decision by the faculty and administration will be crucial.

There are four chief responses to student groups requesting participation in collective bargaining: (1) allow students to participate as principals in the negotiations; (2) allow students to be observers in the proceedings; (3) allow students to participate in various aspects of the negotiations, such as fact-finding committees, or, as William McHugh suggests in the *Journal of Higher Education,*

> . . . during the postnegotiation or contract implementing stage. Thus committees established in the contract or by mutual agreement could provide for student participation . . . Such things as parking problems, experimental programs, and campus study programs might be examples of postcontract matters in which students could participate.[2]

or (4) NO!

If students are denied permission to participate in the negotiations, I would expect them to react strongly. Students feel they have a legitimate interest in collective bargaining on their campus and therefore desire a role in the proceedings. Various national student groups have already passed resolutions dealing with the role of students in collective bargaining. For example, the United States National Student Association, the oldest and largest student association in the country, passed a mandate at its national Congress in 1971 which stated:

---

[2] *Ibid.*, pp. 184-85.

> . . . U.S.N.S.A. in its contact with student governments, universities, educational associations and media will stress the role of students in collective bargaining when the matter under consideration is governance. U.S.N.S.A. will contact student governments and advise them to consider the matter of collective bargaining with an eye towards establishing a policy before the choice is lost. U.S.N.S.A. will contact administrators to make them aware of the enfranchising aspects of collective bargaining in the absence of student representation. U.S.N.S.A. will enter into negotiations with the American Federation of Teachers, the American Association of University Professors, the National Education Association, the Civil Service Employee Association, the Senate Professional Association, and the various library unions associated with the AFL-CIO in order to:
>
> 1) Have these associations clarify their position on the matter of student representation in governance;
>
> 2) Have these associations clarify their position on the role of teaching students in faculty unions;
>
> 3) Have these associations attempt to join with U.S.N.S.A. in establishing a policy statement and guideline on the role of students in collective bargaining as a new joint statement of student participation in negotiation.[3]

A recent poll taken by the National Student Association showed that student governments were quite concerned about the possible ramifications of collective bargaining and were searching for positive, meaningful responses to the new phenomena. Regardless of the university, students were concerned about the issue. The potential economic problem arising out of a contract settlement, the various academic issues involved, and the role of students in university governance were the salient themes expressed.

Many student governments are seriously considering unionizing themselves as a countervailing force to a faculty union. Some schools, such as the University of Wisconsin at Madison, have already seen the emergence of a student union and others are following suit. A student union, independently financed and unfettered by the university administration, can be a potent force. With money from student fees and other sources, student unions can file lawsuits, bring pressure to bear and mobilize effectively to combat any contract that is counter to student interests.

Even though the campuses have been apathetic for the last few years, a collective bargaining contract that turns back the gains students have made in university governance, or denies them input into the negotiations that preceded the contract, or directly results in a tuition increase, will lead to a reawakening

---

[3]*Policy Booklet,* U.S.N.S.A., from 24th National Student Congress, p. 9.

of student concern. Conceivably, this could be the most important effect on the collegiate role of students caused by unionization.

Even if students are given a role in the proceedings, difficulties may still arise. If students participate as principals in the sense that they elect their own bargaining agent and negotiate their own contract, difficulties can be foreseen. For example,

> One of the problems here is whether or not the students in question have the legal authorization to organize and negotiate. In the main, labor relation statutes which authorize collective bargaining require employment status.[4]

Students have already sat at the negotiating table as observers. At Long Island University, the Brooklyn Center, the executive committee of the student government was a representative in the negotiations in 1971. The students were considered observers and could do no direct bargaining as third parties. This procedure had a beneficial impact for all. *Seawanhaka,* the student newspaper, said, "The decision by the university and the United Federation of College Teachers to grant students a role in the collective bargaining sessions is both a commendable and significant action."[5]

This attempt to head off future problems through prior consultation should be followed by all universities which are involved in collective bargaining. If students cannot be principals, then at least they should be included in some form. In fact, soliciting opinion and advice from all the affected parties in any dispute is a good idea. As long as channels of communication are left open, conflict and different points of view can be positive and dynamic. On the other hand, if no channels of communication are open, conflict is negative and destructive.

Theodore J. St. Antoine, Dean of the Law School at the University of Michigan and an expert on labor relations, said that, "Faculty unionization is the most significant development in a decade of labor relations. By 1980 practically all institutions of higher education will be organized."[6] If this is true, then collective bargaining, "a process adversary in nature, which is designed to resolve conflict arising in an employment relationship,"[7] will cause many conflicts of its own.

The effect of this procedure on students will be profound; by increasing the number of student unions in the country, it will lead to the formation of

---

[4]*Op. cit.,* McHugh, p. 180.

[5]*Seawanhaka,* Long Island University, the Brooklyn Center, July 30, 1971.

[6]St. Antoine, Theodore, orally at a conference on "Faculty Power: Collective Bargaining on Campus," Ann Arbor, Sept. 17, 1971.

[7]McHugh, William F., "Collective Bargaining with Professionals in Higher Education: Problems in Unit Determination," *Wisconsin Law Review,* vol. 2, no. 1 (1971), p. 32.

pressure groups whose sole purpose will be to lobby for more funds for education and will generally lead to a reawakening of student activism. At some campuses the conflict will be resolved for the betterment of all. Students will be given sufficient input and the contract negotiated will be one amenable to all of the estates of the school. At other campuses, however, students will be forced to use legal and extra-legal means to retain their rights and privileges; boycotts will ensue and a deep division between students and faculty will occur that ultimately will benefit no one.

Sensible and mature leadership is needed. A statement on the role of students in collective bargaining should be written by representatives of the major educational associations, representing faculty, administration and students, which could serve as a model for a particular campus which is undergoing collective bargaining pains.

Students perceive a legitimate interest in collective bargaining and will react accordingly. Collective negotiations can function in higher education without eroding the goals, ideals and values of a university if everyone is willing to work together without disenfranchising anyone else. There are no simple answers nor easy formulas that can be used to predict the effect of unionization on students. But there are certain signs and indications, which I have tried to delineate, showing the probable effects of unionization on students in the upcoming years and the students' likely responses.

# *Collegiality or Unionization: The Fordham Election*

Paul J. Reiss

The fundamental issues concerning collective bargaining for a university faculty have rarely been presented, discussed and argued over within a university community with greater thoroughness and intensity than was the case at Fordham University in the fall of 1971. The Fordham experience illustrates the manner in which the basic issues of collective bargaining, as discussed in the literature, become involved in an actual faculty campaign and election. In order to place that election in perspective, however, it is necessary to review the situation at Fordham in the fall of 1970 – a year before the election.

Fordham had during the 1960's experienced a rapid transition from a rather authoritarian style of university governance, and one based upon a close tie to the Jesuit religious order, to one of faculty and student participation in the affairs of the University. It was only, for example, in 1965, upon the urging of the administration, that an elected faculty senate was established. The AAUP's 1940 *Statement of Principles on Academic Freedom and Tenure* was not adopted until 1967. Lay involvement in the operation of the university increased, the first Board of Trustees with a lay majority being established in 1969.

It was difficult, however, for actual practice to change as rapidly as the expectations and attitudes. Policies and procedures in faculty matters, as well as in other areas, were not very clear. Neither the faculty nor the administration had, as yet, adapted their practices to the new expectations for the structure and operation of the university. There were a number of instances where faculty were not properly or fully consulted. There was simply a lack of uniform faculty and administrative procedures in many areas such as faculty reappointments and tenure.

During this period of the late 1960's, Fordham also underwent a severe financial crisis – a bit earlier than for some other institutions. One of the consequences of this was a failure to maintain faculty salaries at the relative national or regional position attained in prior years. In addition, there was a severe belt tightening throughout the University. This situation was further exacerbated by the fact that a substantial portion of the faculty, because of the growth of some schools and because of faculty turnover, had been at the

University for only a short time. It was more difficult for these new faculty to see that the current difficulties were associated with a process of transition which had moved very quickly but as yet had not been completed nor consolidated.

The academic years of 1968-69 and 1969-70 were also a period during which students at Fordham, as elsewhere, were protesting and demonstrating for a larger student role in decision-making. Before the faculty had solidified their own position, the students were demanding their share.

In hindsight, it is hardly surprising that talk began in earnest among some faculty in the fall of 1970 concerning possible unionization. A further stimulus was provided by the fact that the University is located in the metropolitan area of New York where the movement for faculty collective bargaining was perhaps most advanced. It had progressed not only at the City and State Universities but also at several private universities and colleges in the area. The situation was clearly ripe.

Cards were circulated and in November 1970, the Fordham chapter of the AAUP filed a petition for an election before the National Labor Relations Board (NLRB) claiming, and I had no reason to doubt it, signatures from well over half of the faculty. (As you know, only 30 percent are necessary.) At that time, the NLRB had not taken jurisdiction in the case of university faculty and few, if any, precedents existed on such matters as the definition of an appropriate bargaining unit.

We decided at Fordham to test the basic issues, contending that a labor-management relationship was not consistent with the collegial role of the faculty in the governance of the institution. We pointed out, for example, that since faculty effectively recommend colleagues for appointment or promotion, and participate in managerial decisions such as admissions standards, budget allocations and the selection of top administrators, they perform a supervisory or managerial function. We completely lost on that argument. The NLRB took jurisdiction and directed that an election be held.

We also lost on our contention that chairmen were supervisors and should be excluded from the unit. The NLRB recognized that a supervisory function was being performed by the faculty, but argued that since they did this collectively – in committees, senates, and so on – no one faculty member, even a chairman, could be termed a supervisor. All could then be members of a labor unit for collective bargaining.

In addition, the University also lost in its contention that the law school faculty should not be permitted to set up a separate bargaining unit. The precedent set in the NLRB's Fordham opinion has ominous significance for the possible fragmentation of university faculties into numerous bargaining units. However, the NLRB is, for the most part, manned by lawyers; it may be that social workers, medical people, and so on will not get quite as favorable a hearing.

Since these issues had never before been aired before the NLRB, the hearings before the regional examiner were quite extensive, the briefs lengthy and the period of consideration fairly substantial. The election was finally set for November 9, 1971, a full year after the original filing of the petition.

During the year while the case was before the NLRB, however, the University had not stood still. The rapid movement of the previous years continued. Just prior to the filing of the petition, a draft of a new set of University statutes was submitted by the administration to the Faculty Senate for its consideration. The proposed statutes incorporated most of the AAUP recommended policies and procedures on faculty matters, establishing clear procedures for faculty involvement in decisions at every level, grievance machinery, and a faculty salary and benefits committee to negotiate with the administration. The provisions of the statutes were negotiated between the administration and the Faculty Senate during the year and, following approval by the Senate, were adopted on July 1, 1971 by the Board of Trustees.

The university was also beginning to come out of the most severe phase of its financial crisis, allowing a significant improvement in faculty salaries (which was announced by the President in the fall of 1970) with further improvement to be negotiated with the new faculty salary and benefits committee.

By the fall of 1971, then, the stage had been set for a discussion of the issues. The overall question for the faculty was whether to opt for collective bargaining, with representation by the AAUP chapter, or to opt for the collegial form of faculty involvement, as specified in the new University statutes. Neither pattern had previously been fully in effect at Fordham. There was obviously a risk either way. For some faculty, the question was posed: Can the new statutes actually guarantee faculty rights, grievance procedures, participation in decision-making, including negotiations on salaries, all in accordance with AAUP recommended principles and procedures? If they can, does the faculty still need a collective bargaining agent?

Two important developments prevented the fundamental issues from becoming obscured as they have been at some other institutions. First of all, there was only one agent, the AAUP, seeking certification as the collective bargaining agent. A unit of the United Federation of College Teachers had obtained the necessary signatures from ten percent of the faculty to qualify for a place on the ballot, but on the basis presumably of a determination that it had little support, its petition was withdrawn prior to the election. Had the UFCT not dropped out as it did, the issues would have been obscured by the added consideration of which agent would be preferable. In addition, the clear industrial model of collective bargaining, with the UFCT withdrawal, was not being proposed. The issue thus remained: an AAUP-style union or none.

Another particularly important development was that only the full-time faculty were included in the proposed bargaining unit. A very few non-teaching professionals and librarians were included but the unit was basically a unit of full-time faculty; part-time faculty were not included. The NLRB had ruled that

the unit should include "regular part-time faculty," but left the definition to agreement among the parties. The AAUP had revised its earlier petition which was limited to full-time faculty to also include part-time only in response to the challenge by the UFCT. When the UFCT withdrew, the AAUP and the administration could reach an agreement to define the regular part-time faculty in such a way as to leave the unit almost exclusively one of full-time faculty.

During the fall of 1971, these issues were discussed very intensively. (There were, of course, a number of idiosyncratic reasons why individual faculty members were either in favor of or opposed to collective bargaining; I heard some very strange and illogical reasons from both sides.) In the public discussion and in the campaign literature the basic issues were thoroughly reviewed. These issues included the significance of collective bargaining for the role of the faculty in university governance, the appropriate manner of handling the protection of faculty rights and faculty grievances, academic quality and the potential for change and innovation, the question of the improvement of faculty compensation, and lastly, a whole area of concern about the characteristics and functioning of the proposed bargaining agent.

Concerning the question of the faculty role in university governance, the AAUP representatives cited examples of non-consultation in the past and suggested that collective bargaining would prevent this from happening in the future. They suggested that the collegial role would remain for the faculty, that they were in favor of the structures which had been developed, and that they would simply back them up, in this case, with the force of law, i.e., with a contract. They suggested that there were creative forms of collective bargaining which could be adapted to the University. In effect, they proposed the model which was discussed today by Professor Kadish and Mr. Finkin.

We, on the other hand, maintained that the collegial role cannot be maintained in a collective bargaining framework – we felt that the advocates were well intentioned, but that collective bargaining sets in motion pressures for change. The bargaining agent would gradually assume a more comprehensive role in representing the faculty. Power and decision-making would gravitate to the bargaining table. Two faculty structures, in a competitive sort of framework, would be inherently unstable. We pointed out that it was not a question of losing power of management. Management power might well increase, but so would the power of the union and both would increase at the expense of the individual faculty member, the departments, the school councils, and so on. Basically, we argued that collective bargaining would represent, over time, a fundamental restructuring of the university.

The protection of faculty rights and the handling of grievances were related issues. The AAUP cited several cases of the denial of tenure or reappointment of individual faculty members and suggested that the faculty needed protection against these actions. It was suggested that binding arbitration would be a way of handling grievances, and that this was the only acceptable manner of concluding a grievance procedure.

We responded by indicating that in almost all of the cases cited, the faculty recommendations for tenure were accepted in the final decision. Thus the protection sought was essentially a protection (at least as illustrated in these cases) against faculty action, not administrative action. We also pointed out that the success rate for faculty recommendations on promotions, reappointment and tenure had been very high. For example, the majority faculty recommendation, either pro or con, on tenure cases during the previous three years had been followed in 67 of 70 cases. We suggested that outside arbitration would result in an external review and a possible reversal of departmental, school and university faculty decisions, as well as administrative decisions. In any event, we pointed out that the new statutes had a full range of grievance machinery and that the faculty and administration should use them rather than to appeal to an outside agent for a resolution of grievances.

Regarding the third item, academic quality and innovation, the AAUP's position was simply that our raising the issue was a "red herring." However, we argued that there would be a loss of autonomy by individual departments and schools; that more of a rule book approach would develop; that there would develop a decreasing opportunity for reward on the basis of merit, there would be a pressure for uniformity in compensation. We could point to the public elementary and secondary schools as well as some public institutions of higher education as examples of where these trends in fact had occurred.

On the matter of faculty compensation, the AAUP indicated that the University had not done enough, pointing to our poor level of faculty compensation and also indicating that there were inequities among individual faculty. For our part, we admitted that faculty compensation was inadequate, that we were committed to improvement as the University's highest priority, that there would be negotiations with the faculty salary and benefits committee on this matter with access to all relevant financial data, and that, in any event, collective bargaining could not create any new money. A private institution is in a significant way different than a public institution in thjs matter. Collective bargaining agreements cannot for us bring pressure upon a governmental unit to appropriate more funds for the University. Even a strike cannot force the University to give money it does not have.

Lastly, there were a number of issues centering around the proposed collective bargaining agent itself. In these areas, the AAUP was put on the defensive. First of all, we clearly and repeatedly pointed out that the AAUP was proposing itself as a labor union. We indicated that the AAUP chapter President, supporting the position that it qualified under the NLRB, testified that any disclaimer that the AAUP was not a labor union was simply rhetoric, that there was no difference in law between a labor organization and a labor union.

It was also pointed out that the union had not presented any platform but had simply criticized past actions of the University. The union asserted that it could solve various problems but never indicated how this would be accomplished.

We also raised the question as to who would control the union and whether or not the AAUP chapter had itself demonstrated the democratic procedures it found lacking in the University.

We were able to point out that the executive committee of the chapter had revised the petition to include part-time faculty without any consultation with the members of the chapter let alone the faculty at large that they sought to represent. In general, we attempted to have the faculty recognize that campus and union politics and the competition and conflict among diverse interest groups would be an ever present aspect of representation by a collective bargaining agent.

The AAUP responded that it was not a union, that it was a professional association. It was pointed out how many times in a piece of literature I sent to the faculty I had used the term, "union." The AAUP maintained that they disavowed the style and tactics of an industrial union. It was admitted that the AAUP had no platform but that this was quite appropriate since the local chapter needed first to be certified as a collective bargaining agent. Once this was done, it was maintained, the entire faculty would be consulted and involved in determining the positions to be taken and the contract provisions to be negotiated. The chapter would always be controlled democratically by the faculty and would be responsive to the faculty's desires and needs.

In summary, the AAUP presented the case that it would accept all the policies, procedures and structures in the collegial form of University organization but that these would now be supported by the force of law and a contract. A representative of the AAUP told me that if it became the collective bargaining agent, it would immediately accept over 90 percent of the University Statutes and simply incorporate them in a contract. They would add, however, binding arbitration of grievances. In effect the AAUP maintained that nothing would change except that the faculty could exert a greater force for better compensation and the protection of faculty rights and welfare.

The University, on the other hand, maintained that life at Fordham would not, indeed, could not, remain the same with collective bargaining; that forces would be set in motion which would bring about a major change in the University's structure and operation away from the traditional collegial form toward a labor-management form of organization. We strongly urged that our common objectives could be achieved in a more effective way and with less risk, through the collegial approach.

From the very beginning the administration left no doubt as to where it stood on the issues, that it was not opposed to collective bargaining in principle but that it was strongly opposed to it as being appropriate for the faculty of a university such as Fordham. Matt Finkin was quoted as saying that Fordham fought them tooth and nail. His, I believe, was a reasonably accurate observation. We used all means available including literature sent to all the faculty, literature addressed to certain segments of the faculty, faculty meetings, one-on-one conversations, and so on.

The first efforts were directed to informing the faculty about the legalities and procedures involved in collective bargaining and in an election under the NLRB. It was deemed important that faculty be much better informed on these technical and somewhat non-controversial aspects of the matter. For the most part, faculty and administrators were quite uninformed about the whole matter. In addition, it was helpful for the faculty to recognize that they were receiving rather complete and accurate information about the subject from the administration.

A most important objective of the campaign was to prevent the issue from becoming a faculty vs. administration issue. To this end it was necessary to stimulate the interest of those faculty who were likely to be opposed to collective bargaining. Many faculty opposed to collective bargaining were the very ones who were not inclined to become involved in faculty politics. Some had a disdain for the whole issue and preferred to go about their teaching and research hoping that in some way the whole problem would go away. We, therefore, had to do what we could to see that all the faculty were not only informed but would become involved – we could not allow the matter to be decided by only those faculty who were usually active. As a consequence, various faculty, both individually and in groups, became actively involved on the anti-collective bargaining side.

It was also necessary to take action to involve the deans – some of whom tended to withdraw from involvement. Of course, the deans, chairmen and faculty did not understand what action they would be permitted to undertake, being fearful of an unfair labor practice charge. We had to encourage them to actively discuss the issues with their colleagues. We pointed out that they could not intimidate or threaten anyone but that this did not mean that they had to simply sit back and see how others decided the question.

One of the most important objectives was to get out the vote, especially since many of those likely to be opposed to collective bargaining were precisely the ones less likely to become involved and to vote. We realized that at the beginning of the campaign we were behind; had the election been held earlier, there is no question but that collective bargaining would have been approved. A very intensive campaign, however, occurred. One of the most significant results was the fact that over 95 percent of the eligible faculty actually voted in the election which took place on one day during a four hour period. (Has any university ever succeeded in the past in having over 95 percent of the faculty appear on the campus in any one day in a four hour period?)

The results of the election: 222 in favor of collective bargaining; 236 against.

What is the situation at Fordham now almost a year after the election? The University Statutes have been fully implemented including all the faculty policies and procedures; the grievance procedures and the faculty salary and benefits committee are in operation. An agreement was negotiated with the committee on faculty compensation for the current year and we are starting on

next year. The committee negotiates only on salary and benefits and reports periodically to the Faculty Senate for advice and consultation. At the present time at least our collegial structure appears to be working. I would estimate that the vast majority of the faculty are of this opinion. Even leaders of the AAUP collective bargaining campaign have indicated to me that they do not see any significant issues at this point.

What about the future? Can we maintain this more traditional collegial form of faculty participation? Of course I cannot guarantee this. I could discover when I return to the University tomorrow that petitions are being circulated again. But I do not think that this would be the case. Essentially, Fordham University has been allowed to complete the transition toward the collegial structure of university governance to which it had been moving rapidly in recent years. While the union issue may have hastened the development during the past year, it did not change its direction. Collective bargaining would, however, I am convinced, have prevented the evolution from continuing and instead set the University off in a different and unfortunate direction.

At present, Fordham University is in a stronger position and the faculty, both individually and collectively, are in a stronger position. The Fordham experience might simply be an indication that even though there are signs that faculty unionization is sweeping the country, it is not inevitable. There are alternatives and those alternatives, more consistent with the nature of a university and the role of a faculty, can be defended and implemented.

# *The Troubled Professor*

Robert K. Carr

It is good to come back to New England. I say come back to New England, because over half of my 42 years of professional experience in higher education were spent at Dartmouth College as a professor of political science. I mention this also to show that I am qualified to say something about "The Troubled Professor."

Actually, I am going to talk this morning about faculty collective bargaining. But I think an essential starting point for a discussion of this subject is an awareness that the professor is troubled – deeply troubled – about many things. He is troubled about issues of educational purpose, program and method: Is the pursuit of excellence and the reward for merit still a valid guideline in higher education? Or is a form of egalitarianism, in which all rewards and penalties are dispensed with, the new ideal? The professor is troubled about issues of institutional governance: Is the old claim that the faculty is the university still a valid blueprint for governance of an educational institution? Or is the faculty now to be regarded as a mere component in a complex bureaucracy? The professor is troubled about the decline of public support for higher education and about the loss of public esteem for the academic profession in particular. To be sure, the professor presents many images and some of those images are by no means unfavorable, but it is clear that he does not enjoy the high standing with the public that he once did. Finally, the professor is troubled about his compensation. This is true even though the years 1957 through 1969 saw perhaps the sharpest increase in the compensation of academicians in the present century. When the professor looks about him and compares his position with that of other professions (law and medicine in particular), he finds much to persuade him that his compensation is not adequate.

The truth of the matter is that the academician is not a particularly satisfied or happy person. This is a subject in itself, but it needs to be noted in any examination of the coming of collective bargaining to academic life. One way of explaining this condition is to suggest that the academician is an intellectual. The intellectual's role in society has always been to discern or diagnose the shortcomings in the human condition and the faults in the social order, and then

to suggest reforms. But at that point, the intellectual discovers that society, as always, is slow to accept or act on his prescription of what should be done to put things straight. This is always a frustrating experience.

This condition of unhappiness is, of course, not uniform – its prevalence varies throughout American higher education, by institution and by discipline – but we need to recognize that it is a widespread condition. For it is against this background of troubled spirit and frustrated enterprises that the faculty member must now react to the phenomenon of collective bargaining which has burst on the academic scene like a time bomb.

My credentials to talk about faculty collective bargaining may not be as obvious as they are to discuss the concept of the troubled professor. I am not a lawyer, an economist, an arbitrator, a labor organizer, or a member of any other professional group that is in touch, on a day-to-day basis, with the realities of collective bargaining. But I have seen higher education from several angles. In addition to 28 years as a teacher, I have spent 11 years as a college president and one year as General Secretary of the American Association of University Professors. For two years now I have been working with the American Council on Education as something of a scholar in residence. Indeed, I have a book coming out on faculty collective bargaining which will be published shortly by the Council.

When people ask me the inevitable question about this book – What do you think, what are your conclusions? – I have to say that I have reached no very sharp judgments and then try to justify evading a for-or-against position with respect to faculties engaging in collective bargaining. Actually, this is not a difficult stand to defend. One reason we are meeting here today is our own uncertainty about the subject under consideration, our need for more information, and our need to think and talk about the problem. Let me then mention several factors that make final judgment premature at this stage.

First, we need to note that we have had relatively little experience as yet with faculty collective bargaining, particularly at four-year colleges and universities. Indeed, the phenomenon is only a little over three years old if we date the beginning of faculty collective bargaining at four-year institutions at the City University of New York in September 1969. The number of institutions actually engaging in faculty collective bargaining is limited, even though there has been a tendency to exaggerate the number who are participating. As of June 30, 1972, I counted only 15 institutions above the community college level that had actually negotiated contracts with their faculties through collective bargaining. To be sure, a number of these institutions were multi-campus ones, such as the City and State Universities of New York and several state college systems, but even if one counted the separate campuses of these larger institutions the number of separate units with contracts did not exceed 75. I counted some 27 additional institutions where bargaining agents had been chosen but contracts had not yet been agreed to. The number of institutions in

both these categories has increased somewhat since that date, but growth is still modest. Faculty collective bargaining is certainly not encompassing higher education at a wildfire rate.

The tendency to exaggerate the spread of faculty collective bargaining also involves a failure to note that a fair number of faculties, given the opportunity, have voted for the no-bargaining or no-agent option in a representative election – they have turned down collective bargaining. The list of such faculties includes those at Fordham, Manhattan, Pace, Lawrence Technical Institute in Detroit, the Universities of Detroit and Seattle, and more recently, Michigan State University and Baldwin Wallace College. At Michigan State University the faculty rejected collective bargaining by something like a two to one majority, and this could prove to be a significant development in higher education. This is the first of the great universities, public or private, identified with the Association of American Universities where a faculty collective bargaining election has been held, and the result was a negative one.

We also need to note that experience in living under faculty collective bargaining contracts is limited. Only a few institutions, such as Central Michigan University and Oakland University, have lived through a first contract and negotiated a second one, discovering in the process the difficulties that are encountered as time goes by. The difficulty that is presently being encountered at the City University of New York is an excellent illustration of the problem of moving from a first to a second contract. The first contract there expired on August 31 of this year, and a second contract has yet to be signed.

As a preliminary consideration in this discussion, there is perhaps an even more fundamental point to note than the limited experience that we have had with faculty collective bargaining. Does such a condition as faculty collective bargaining exist at all? The early cases that have gone to labor boards, federal and state, have raised a very interesting issue as to whether a faculty is part of management, part of labor, or, perhaps, part of both and thus not covered by collective bargaining statutes. The first ruling of the National Labor Relations Board on this issue was that faculty was labor; this was made in two cases that came to the Board from Long Island University where the issue was not very well argued by management. Shortly thereafter, this issue was well argued before the NLRB by the governing boards of Fordham and Adelphi Universities and before the Michigan Employee Relations Commission by the governing board of Eastern Michigan University, but by then it may have been too late.

Is this issue now a dead one? The answer, I think, must probably be yes. But the NLRB did make a very tantalizing observation in its ruling in the Adelphi University case. In its argument, the governing board of Adelphi called the NLRB's attention to the language in the federal statute excluding supervisors from employee bargaining units and presented evidence attempting to show that some, if not all, faculty members were indeed supervisors. The NLRB rejected this contention, but in its ruling it had the following to say:

> . . . the difficulty may have potentially deep roots stemming from the fact that the concept of collegiality does not square with the traditional authority structures with which this act is designed to cope in the typical organizations of the commercial world. Because authority vested in one's peers, acting as a group, simply would not conform to the pattern for which the supervisory exclusion of our act was designed, a genuine system of collegiality would tend to confound us.

The key observation here is the final one – "a genuine system of collegiality would tend to confound us." One wonders, for example, how the NLRB would react to a case coming to it from Oberlin College were the faculty of that institution to seek recognition for bargaining purposes and were the trustees of the College to oppose this request. In the bylaws of Oberlin College is found this statement: "The general faculty is entrusted with the management of the internal affairs of the college but must obtain the concurrence of the trustees in order to introduce any important change affecting the established methods or principles of administration." Perhaps the NLRB would then have to recognize the existence of "a genuine system of collegiality" and confess that it was indeed confused.

The second answer to the question – Is there such a thing as faculty collective bargaining? – is found when we turn to the problems that have thus far been encountered by labor boards in their rulings in disputed unit determination cases: Is the faculty of a college or university the proper bargaining unit? Here we must recognize that thus far great vacillation has been shown by just about everyone concerned on a number of crucial issues of inclusion and exclusion of individuals from bargaining units. I have counted six separate issues in my own research, but there is time this morning to look at only two of these issues.

The first that I call to your attention is this: Is the general or total faculty of an institution, particularly of a large or complex university, the proper bargaining unit, or may parts of a faculty be recognized as separate units or be permitted to opt out of collective bargaining entirely? All that can be said thus far is that labor boards have gone in both directions on this difficult issue. In the Fordham University case, the law faculty of that institution asked to be recognized as a separate bargaining unit apart from the general faculty and the NLRB approved that request. On the other hand, when almost the identical request was made by the medical faculty at Wayne State University, the Michigan Employee Relations Commission went in the opposite direction and ruled that the medical faculty must be regarded as part of the general faculty and that it was the entire general faculty that was the proper bargaining unit.

The second issue to which I call your attention briefly, although it is proving to be an extremely complicated one, is whether department chairmen should be included or excluded when faculty bargaining units are being formed. The issue here revolves very much around the use of the word supervisor in labor

statutes. The National Labor Relations Act and similar state laws typically exclude supervisors from employee bargaining units and then go on in varying ways to define what is meant by a supervisor. Here, too, the various parties in disputed unit proceedings have disagreed among themselves. Trustees and each of the leading candidates for bargaining agent – the American Association of University Professors, American Federation of Teachers, National Education Association – have all defended first one position in one case and then another position in another case. Thus it is not surprising that up to now labor boards have gone in both directions. The NLRB, for example, in cases involving Fordham University, the University of Detroit and Florida Southern College, ordered department chairmen included in the faculty units. In three other cases involving Long Island University, Adelphi University and Seattle University, however, it ordered department chairmen excluded. To be sure, the NLRB has made a responsible effort to discover just what the function and position of a department chairman is at each of these institutions and it has purported to find evidence suggesting that in some cases they are truly supervisors and that in others their assignment falls short of a supervisory one. But for the academic profession at large, collective bargaining does pose the very serious question whether department chairmen are to be allowed to take part in the bargaining process with their colleagues or are to be excluded.

In spite of these curious aspects in the development of faculty collective bargaining during the last three years, and in spite of the uncertainty that still prevails on many crucial points, we must now, at the end of 1972, come to grips with this new phenomenon in higher education and begin to shape some assumptions, conclusions, and even predictions. We certainly need to make preparations for whatever may be forthcoming.

My first observation is that faculty collective bargaining is a legitimate model of employment relations – of institutional governance, if you will – and that it undoubtedly holds a good deal of promise in certain situations. But I go on from that to observe, very quickly, that faculty collective bargaining is and should be only one among many models of labor relations and university governance. There are other desirable models under the rubric of shared authority systems that deserve to be developed with care in the years ahead and used on a widespread basis. More than that, faculty collective bargaining itself, where it is used, can provide more than one model, particularly if we take seriously the idea that higher education should not follow the industrial model of collective bargaining slavishly and blindly, but should instead try to adapt the process to its own character and needs. It is a hopeful sign in this respect, I think, that there are as yet no standard contracts. The contract at Boston State College, for example, is about as different from the one at Rutgers University as two collective bargaining contracts can be. And none of the leading three national organizations (AAUP, AFT, NEA) has yet evolved a standard contract which it has been able to impose upon all the institutions where it has been selected as the bargaining agent.

We must also look at the impact of faculty collective bargaining on the different members or groups or components that make up the academic community. First, my judgment, albeit a controversial one, is that faculty collective bargaining is giving governing boards a new lease on life. Many experts have in recent years questioned the continued viability of lay governing boards in higher education. Faculty collective bargaining gives them an important new role to play for the trustees are, in the final analysis, management. More than that, they have important roles to play both in negotiating the contract with the faculty and then in the on-going business of administering that contract. Most contracts, for example, provide a rather elaborate grievance procedure and in many instances the governing board itself is one of the stages at which an attempt is made to resolve a grievance. That frequently puts a governing board into the attempt to settle on-campus disputes from which, in the past, it would typically have been excluded.

Secondly, I think presidents are in trouble where faculty collective bargaining comes to campuses. They are caught in the middle. At many institutions, particularly those we would regard as the best, presidents come out of the faculty – their own professional background is the faculty. But they must become the agents of governing boards where collective bargaining prevails – they are expected by the board to represent its interests and to fight for the realization of those interests in the rough and tumble of the bargaining process. Few presidents with whom I have been in touch are very happy about their role under collective bargaining.

Third, students are in danger of losing an important part of their newly won role in campus governance systems. Collective bargaining is a two-way, adversary process. Management and labor sit down together and reach agreement on crucial issues respecting wages, hours and conditions of employment. The rub here is that the phrase, conditions of employment, includes many things that students are interested in – class size, student/faculty ratios, academic calendars, and other similar matters. The outlook is not a totally hopeless one for students, however; the contract recently negotiated at Boston State College, for example, actually recognizes that students may and should have a role in the governance system established under the contract.

At the Brooklyn Center of Long Island University, students were actually permitted to sit at the bargaining table as observers and consultants. My guess is that this will work only in indirect ratio to the difficulty of the issues that must be settled between a governing board and a faculty at the bargaining table. Where the issues are serious and disagreement is prolonged, it is typical for the representatives at the table to recess while their chief negotiators meet in private and try to work out compromise solutions. I have very little confidence that students will be invited to attend these confidential sessions or to be observers at the behind the scenes negotiations that are frequently necessary if agreement is to be reached. What I am saying, of course, is that collective bargaining cannot become a truly three-way process and remain collective bargaining as it is presently defined and controlled by law.

What about the impact of bargaining on the faculty? The first, and perhaps most crucial, point is compensation: Have faculties actually improved their compensation as a result of the bargaining process? The evidence thus far is quite mixed and there is reason to wonder whether a great deal has been accomplished. There are some institutions – Central Michigan University and perhaps the University of Rhode Island – where the evidence would seem to suggest that faculties have made larger gains in their salaries and fringe benefits through bargaining than would otherwise have been obtained. This has been particularly true, I think, of bargaining in the community college area and in the public schools. But at other institutions, the contracts that have thus far emerged would suggest that the compensation gains made by faculties are perhaps no greater than those that would have been forthcoming under any circumstances. It is not yet proved that bargaining will be an effective means for the improvement of faculty compensation.

Have faculties strengthened their roles in institutional governance systems through bargaining? Here I think it is possible to find a number of contracts where faculties have made gains. Boston State College is most assuredly such an example. That contract brings into being a governance system giving the faculty an important part to play where no governance system had previously existed. Here, however, we need to remember that the faculty as such is not the bargaining agent either for purposes of negotiating a contract or administering it. Thus, insofar as an increased role in governance is obtained, it is the bargaining agent and not the traditional faculty that may exercise the increased authority.

Now, as we know, that bargaining agent is usually one of three national labor organizations, the AAUP, the AFT, or the NEA. Here and there a faculty senate may be a co-agent in the bargaining process, but I know of no instance at a four-year institution where a faculty senate has been identified as the bargaining agent. We also need to remember that this bargaining agent needs the support of only 51 percent of the members of the bargaining unit to gain the exclusive right to represent all members of the unit – all members of the faculty if you wish. (This is softened only by the doctrine of fair representation which I will not attempt to discuss this morning.) I suggest that this may prove to be a very different situation from the one that many faculties have grown accustomed to – the kind of situation that can be described either as a participatory democracy system, in which all elements of the faculty are directly represented at a faculty meeting, or as a representative system of democracy, through which the various components of the total faculty are granted a voice in a faculty senate on a rational basis. At the best institutions, faculties have also been accustomed to an arrangement that grants to minorities within the faculty the right to be heard at length on disputed issues. Where the governance system is controlled by a bargaining agent neither of these conditions may prevail. Faculty collective bargaining may bring a notable struggle for power between the labor organization as bargaining agent and a faculty senate which – initially at any rate – has a continuing role under bargaining. There are those who are predicting that in the long-run, faculty senates will disappear – that under

faculty bargaining, the bargaining agent will be the sole agency of governance through which the faculty can make its wishes and influence felt.

Now it is true that if labor organizations come to play such a dominant role, faculties may learn to control these organizations, to democratize them, to make them resemble traditional faculty governing mechanisms. But there will be difficulties. Unions in the American labor movement have not been famed for their internal democracy. They have typically been one party organizations with long periods of service on the part of leaders who have not hesitated to play extremely authoritarian, if not tyrannical, roles upon occasion.

What about the impact of collective bargaining on the college teacher's view of himself as a member of an academic profession with everything that the concept of a profession entails? Here we are particularly handicapped in reaching any conclusions by our limited experience. It would appear that such fundamental principles as academic freedom, in which the academic profession places great importance, have up to now not been endangered – although there are some troublesome signs that they may yet be. Some governing boards, for example, will begin to insist on more of a trade-off in the bargaining process than has thus far taken place. Most experts are agreed that this trade-off will concern such things as teaching loads and faculty profiles, and that this in turn is bound to have an impact on tenure systems. There is certainly a danger that the AAUP will lose its role as the exclusive defender of academic freedom in situations where it is alleged that violations of academic freedom have occurred.

In danger, also, is the professor's traditional devotion to teaching and research, unmeasured by such mundane issues as hours of labor and dollars for every chore performed. I recently had the opportunity to visit Juniata College in Pennsylvania as a member of a site visit committee for the National Endowment of the Humanities. The faculty of that institution was deeply involved in the process of remaking its curriculum to give it a heavy humanistic orientation. I came away from the visit impressed by the long hours of labor and the extreme sense of dedication that faculty members were bringing to this undertaking. I found myself wondering whether at an institution where collective bargaining prevailed, particularly along the lines of the industrial model – going by the rules, going by the book – the faculty could be expected to bring to a curriculum reform venture the sense of dedication and hard labor that was so evident at Juniata.

One also needs to worry, I think, about a further loss of public respect for college teaching as an ancient and great profession when it becomes evident through collective bargaining that teachers are more concerned about their compensation and other perquisites than they are about the best interests of institutions of higher education.

A word, finally, about the impact on institutions. It is my own belief that the autonomy of the individual institution will be further weakened where collective bargaining comes into being, and that this will mean a further loss of the diversity which always characterized American higher education and which is regarded as having contributed so importantly to the excellence of our system.

Collective bargaining is a particular process, defined by statutes and controlled at crucial points by public and semi-public agencies. Many important decisions which institutions have been accustomed to making in their own way, will, under collective bargaining, be made by labor boards, by courts and by arbitrators. I find myself compelled to say that I am not very enthusiastic about this, although there are other observers who disagree on this point. I happen to believe that many of the people who man these agencies, including judges, will bring very little special competence or deep understanding of our needs to the task of shaping the profile of higher education. The process of arbitration is particularly fraught with peril for institutions. And colleges and universities have not even yet started to discover what they may be up against as unfair labor practice charges are brought against them and are considered and ruled upon by labor boards and the courts.

I indicated at the beginning of my remarks that I had not yet made up my mind where I stood on collective bargaining, but some of you may feel that my remarks suggest that I am not enthusiastic about this development. Let me try to correct the balance by indicating that I think there are some hopeful signs. For example, at a number of the institutions where faculty bargaining is taking place, something approaching a cooperative spirit between governing boards and the faculty is apparent – the cooperative factor is outweighing the adversary one. I would list among those institutions where this condition seems to prevail Rutgers, Hofstra, and Scranton Universities and perhaps Boston State College.

I would note also as a very encouraging sign, at least from my point of view, that the economic strike has thus far been used very little. I think it is extremely unlikely that it will be resorted to in many instances in higher education, perhaps for the very good reason that it will not work. I say this because I think the strike would exacerbate relations between the different components of the typical educational institution and would certainly do further damage to the standing of higher education with the public generally. In other words, I am suggesting that even where collective bargaining does prevail, the two adversaries are going to find ways other than the strike to resolve the impasses they will encounter in the bargaining process.

Another encouraging sign is that higher education is beginning to sense that it can use collective bargaining and individual bargaining simultaneously and thereby preserve the ideal underlying any true profession – the ideal of a continuing search for excellence as a valid and essential goal; the belief that a strong emphasis on individuality, in both the make-up and character of institutions and the quality and outlook of teachers, is desirable. There is a much overlooked model in collective bargaining that higher education would do well to pay more attention to in this respect – that is the use of collective bargaining in the world of professional music. Professional musicians have long been part of organized labor and for decades now the leading symphony orchestras of this country have been engaging in collective bargaining. But the typical contract that is negotiated between a symphony orchestra and its musicians provides for

individual bargaining between musicians and the organization as well as for collective bargaining. Let me quote a provision in the most recent contract negotiated between the members of the Cleveland Orchestra and the Musical Arts Association that operates that orchestra:

> It is recognized that the association has entered into and will in the future enter into individual contracts of employment with the musicians. All individual contracts shall in all respects be subject to the terms of this master agreement although any such individual contracts may include terms and conditions in addition to those so long as they are not in conflict with the agreement.

I have been told by the manager of the Cleveland Orchestra that over half of the members of that orchestra are paid salaries above pay scales established in the collective bargaining contract. This would suggest that the merit system of compensating university professors need not be endangered by collective bargaining unless we choose to let that result prevail.

At best, then, faculty collective bargaining can be a means by which the component parts of an academic community try to identify and solve their common problems and to win public support in the process. At worst, it can accentuate society's impatience with higher education, which has become such a serious condition in recent years, and, as a result, speed the day when society, acting through government, will conclude – to paraphrase Clemenceau's famous words about war and generals – that higher education is too important to be left to faculty members, trustees, presidents, or even students, to manage and control. Let us hope that it is the best, not the worst, that we shall be encountering as more institutions find themselves bargaining with their faculties.

# *Panel: Unionization and Institutional Planning*

Kenneth M. MacKenzie

Charles J. Ping

Charles R. Simpson

# *Who Plans? Who Must Be Consulted?*

Kenneth M. MacKenzie

In 1967 the New York State Legislature passed the so-called Taylor Law, which authorized collective negotiations for all public employees in the State. At the time of its passage, few people at the State University of New York knew much about the legislation itself or its future implications.

Immediately, of course, many people began to explore its meaning and potentiality, both within the administration and the faculty. However, it was not until the summer of 1969 that certain formal decisions had to be made, in response to petitions from negotiating agents at several of our campuses who were seeking recognition individually for purposes of collective bargaining. Certain essential questions were: Who was in the bargaining unit? Were negotiations to be state-wide or campus by campus? Could the State-wide Faculty Senate, an official governance body recognized by the *Policies* of the Board of Trustees, qualify as a negotiating agent?

Hearings on these issues were held before the Public Employment Relations Board (PERB) over a period of many months, resulting in the decisions that negotiation would be state-wide, that the negotiating unit would be composed of both faculty and non-teaching professionals, some of these fairly high level administrators, and that the Faculty Senate could qualify, under certain conditions, as a negotiating agent.

The Senate ultimately withdrew from contention, and elections were held among four contenders in late 1970 and early 1971, with a run-off election necessitated. The winner was the Senate Professional Association, an in-house union with external ties to the New York State Teachers Association and the National Education Association.

Negotiations with this organization were completed in August 1971, when a three-year contract was signed. As of this date we have lived through something over a year of this experience. I was closely associated with the events which I have described, but had no professional labor relations experience before. The following comments are, therefore, based wholly on this experience and what I have been able to learn from others with similar responsibilities over the same

time span. Obviously, my conclusions will have to be weighed carefully against those of others who may have a different analysis.

How we confront institutional planning in a unionized context depends very much on our understanding and assumptions about both educational planning and educational unions.

Turning first to unions, let me offer some observations on how I see them in the academic community. The clear purpose of any union is to serve the interests of its members – and by members, in higher education, I mean not all constituents in the academic community, but specifically those who are willing, in order to maintain the organization, to fork up dollars in sums considerably above traditional individual professional dues. By making these payments, the members expect delivery of certain specific benefits, whether at the bargaining table or in the day-to-day administration of the contract. The least they expect is the preservation of their security, but of course they hope for more by way of augmentation and improvement of existing benefits.

Whether, in fact, the union fulfills this expectation depends in great part upon many factors, both within and without its organization. Is the union a small minority of the total negotiating constituency? Is it fragmented by conflicting internal constituencies? Can it effectively sort out and identify those issues which have wide support both within its membership and more broadly outside? In other words, are its demands credible, and ultimately does it have the power to back them up in a showdown?

It should be noted, of course, that much as a union may wish to serve its members, it is also subject to a kind of political process in which it must determine not only what its members want, but what positions, postures or presentations will help insure it from competitive attack and enlarge its standing in the community which it seeks to represent. It cannot, for example, afford to be caught often on the wrong side of a position which is strongly held by the majority of members of the bargaining unit, even if they are not members of the union.

Beyond this, the union also operates in a broader social context, where the public at large, various governmental agencies and numerous professional organizations have a degree of leverage or influence upon the kinds of positions the union can afford to take. There are many exceptions to this, of course, but I think the essential point is that the union tries to look good to as wide a community as possible.

Finally, as organizations of highly trained professional persons who have devoted their careers to the process of education, unions in higher education can probably more effectively correlate their professed goals with those of educational management than is the case with industrial unions generally. Their positions are at least semantically tied to concepts of excellence and improvement, with better education the presumed result. Nevertheless, it is also likely that the details of such plans for excellence will provide many bases of difference between the union and campus or university administrations. What is

educational improvement, how resources should be used, and how quickly the educational structure should adapt to newly perceived needs and ways of learning are questions which will probably provoke extremely different responses.

In short, educational unions exist to protect and augment the rights of their members. They will seek to prevent any erosion of these rights or alteration of the terms and conditions of employment which, in their judgment, more adversely affect the membership. This restraining posture will be phrased in positive terms which express the desire to preserve proven values in the face of changes which threaten the quality of education. Thus, in my view, unions are a conservative force and can be expected to resist rapid or fundamental changes in the operations of higher education institutions if they can. Any long-range planning, therefore, which contemplates serious, innovative changes of a fundamental nature will probably be confronted with outright opposition from the union constituency or else the need to mollify such resistance by other *quid pro quos*. At any rate the union will have to be reckoned with in some fashion. It is still possible to work for change, but in a more restricted, more measured atmosphere where the price paid for flexibility in one circumstance will be quite heavy in terms of administrative discretion in another.

Obviously all these observations have something of a different connotation, depending upon whether one is talking about public or private sector education. The effect of unionism in the public sector, in my experience, has been to encourage the intrusion of agents outside the university into university decision-making processes. I leave it to you to evaluate whether that is desirable or not.

Now, let us turn to the matter of planning. Until quite recently, institutions of higher education – except possibly those under public mandate, which was often quite ritualistic – paid little attention to real institutional planning. The post-World War II educational boom, which lasted through the late 1960's, produced an expectancy of continued affluence and growth. Planning consisted mainly of making sure that buildings were ready to house the enlarging crop of students, that sufficient and competent instructional personnel could be snapped up in a scarce market, and that the alumni could be kept reasonably happy. Except for an occasional casualty here and there – sometimes a campus, more frequently a division or department – the annual expectation was onwards and upwards. How distant those few short years ago now seem!

Partly influenced by economics, and partly by changing values of status and competence, the traditional appeal of higher education is, for the moment at least, somewhat on the wane. Whether this is a temporary aberration or a more permanent condition remains to be seen. Nevertheless, there are among us some who look at a potential zero population growth in twenty years, unfilled dormitory residences even now, and severely declining enrollments in many disciplines which only a decade ago were considered the key to the future, as

indications that some readjustments are necessary. A variety of proposals have been made, and some are in progress.

Quite clearly then, we do need some careful planning as to how scarce resources (mostly dollars and human talent) are to be used and to what end. Significant questions in this regard are: Who plans? Under what guidelines? Who must be consulted? What constraints must be observed in the planning process? There may also be other questions.

At the State University, we have just completed a two-year process of Master Plan development looking ahead for the next ten years. By law, the Chancellor is obliged to submit such a plan to the Governor and the Board of Regents every four years; it serves as the basic long-run educational guideline for funding support during each fiscal year of its duration. In developing our plan the Chancellor was anxious to get full input from the varied campuses of our system and the many varied constituencies in our University community – presidents, other administrators, faculty, students, members of governing boards and trustees.

All of this was handled through the governance mechanism of the University, however, and no effort was made to involve the negotiating agent, except to give the organization copies of the draft documents which issued from the various University-wide planning discussions. The union in turn made no effort to intrude into the master plan process, although some of its members participated in the various panels, though not as union representatives. In short, the master planning cycle was carried out with hardly a ripple of direct influence from collective negotiations. If any group was particularly concerned about the collective negotiations issue in these discussions, it was the students, who saw the process as one in which they were not involved and which threatened to erode the availability of educational services to them.

The reasons for the success we have had in separating the immediate process of planning from collective negotiations are at least four: (1) the master plan process had already begun before the election of a negotiating agent had been completed, (2) we already had available to the University community a well-developed system of University governance, both at campuses and state-wide, (3) the faculty in general wished to keep educational and governance issues out of the negotiations arena, and (4) the negotiated contract which went into effect mid-way in the master plan cycle reaffirmed this last point by excluding governance from within its provisions. As a concluding point on this issue, it should be pointed out that our new Master Plan contains the recommendation that the University distinguish between governance and collective negotiation and that it "will not formally recognize any agent for both purposes concurrently."

I do not mean to imply by this, however, that we will have clear sailing in the application of our Master Plan. It is an educationally innovative document which emphasizes flexibility and change. In its implementation, therefore, I suspect we will find a number of issues which will appear threatening to the

security of some individuals in the negotiating unit. These questions are likely, therefore, to end up as major items at the bargaining table.

To illustrate this point, let me turn from our University Master Plan to some specific issues which are identified in the State of New York Board of Regents Master Plan for Post-Secondary Education, recently released. This document, which over-arches both public and private institutions, contains among others, the following statements and recommendations:

> The Regents therefore accept as viable some aspects of collective bargaining but believe that certain academic matters must remain outside of the purview of negotiation. These include the following:
>
> 1. Academic tenure should be awarded to individual faculty members according to the process set by the bylaws of the institution. It is a process which involves the faculty, academic departments and the administration. Faculty should participate as an academic body and not as a collective bargaining unit.
>
> 2. Curriculum development and revision should remain the responsibility of the academic departments, departmental faculty, and the administration of individual institutions to insure high quality and relevance to institutional mission and goals.
>
> 3. The processes for faculty evaluation, promotion, and retention should be provided for in the bylaws and should be within the control of the governance structure of the institution. The processes should not be defined by the terms of a collective bargaining contract.
>
> 4. Student/faculty ratios and class size are and should remain a determination of the academic department and the administration in order to assure a responsiveness and flexibility to the varying needs and abilities of students and faculty members.
>
> 5. Administrative and/or academic organizational structure is a governance function.

It later continues:

> Not all faculty is or should be tenured. Some colleges and universities balance their faculty by maintaining 60 percent of their faculty as tenured and 40 percent as nontenured. The Regents believe this to be a reasonable ratio. The Regents also recommend that within departments, not more than 70-75 percent of the faculty be tenured. They also advise those institutions who do not already have guidelines for tenure to establish such guidelines. These guidelines should include goals and current faculty tenure proportions by faculty level and rank, procedures for the dismissal of incompetent tenured faculty, and should be reported in the institutions' 1974 progress report.

Add to these excerpts one final quotation from this Master Plan:

> Because of increasing costs and poor resource utilization, some collegiate institutions have chosen to declare bankruptcy; some, to reduce costs, have limited enrollments of low- and middle-income students who are expensive to service; in others, the fiscal burden has been passed on directly to the taxpayer. As another alternative, the Regents urge collegiate institutions to investigate ways of increasing faculty productivity (contact and/or credit hours) as one viable way to increase the utilization of institutional resources.

A public hearing on the Regents' Master Plan was held about a month ago in Albany. Although I did not attend, I have been informed that the interest in the occasion was lively, and the representatives of various union groups were active in their criticism of the Regents' proposals, including those which I have just cited.

A union spokesman is alleged in a newspaper report of the hearing to have said: "To claim that academic tenure, faculty evaluation, promotions, retentions, student-faculty ratios and class size are not within the scope of collective bargaining is to deny the essence of collective bargaining." The same person is further quoted, "To exclude these issues from bargaining, ensures the continuation of the abuses which plague many of our educational institutions."

In another part of his response this same union representative is reported to have objected to the Master Plan recommendation that urges "collegiate institutions to investigate ways of increasing faculty productivity." He reportedly insisted that proposing that "faculty productivity be measured in assembly line fashion is educationally unsound." Finally, the last comment of this union official was directed to the suggestion that in all schools 60 percent of the teachers should have tenure and 40 percent should not. "Why should only some of the faculty members be tenured," he is said to have asked.

These points illustrate not any clear indication of who is right and who is wrong, but only that actions which are believed by a union to threaten the security and welfare of its members will be strongly opposed and ultimately brought to the bargaining table for direct resolution, if no other mechanism of resolution is available. The outcome of any such move depends upon the relative strengths on each side – both in terms of reason, and other intangible forces. If the position of the union is strongly representative of a majority of the constituency, it will be difficult to oppose its position at the bargaining table. The strategy then would have to be to extract other concessions in response.

However, without an effective governance structure through which administrators and faculty may engage in dialogue on major issues of educational and organizational concern, outside of the bargaining context, it will be very difficult to plan future developments in higher education. The planning process requires more than the posturing and trade-offs that occur at the bargaining table, and necessitates the mutual input of traditional collegial relationships, rather than an adversary proceeding. If the latter is the only prospect, then I believe educational planning and change will be relatively slow and ineffectual.

# *Unionization: Stimulant or Deterrent to Planning?*

Charles J. Ping

In good academic fashion, let me first establish my expertise. The university I serve is unionized and has an elaborate planning process. I am not sure that we have done either bargaining or planning well, but it may be instructive for me to discuss our experience and to speculate from this experience on the future.

Central Michigan University has approximately 15,000 students and 700 faculty; the general fund operating budget is $26 million. While we have four organized employee groups, my comments are limited to the consequences of the unionization of faculty. In the fall of 1969, the faculty at Central selected a local unit of the Michigan Association of Higher Education, an NEA affiliate, as their exclusive bargaining agent. We negotiated a contract the next spring covering the 1970-71 academic year. In the spring of 1971 we negotiated a second contract, a three-year contract, and we are now in the second year of that contract.

Bargaining on the Central campus has been with a relatively small, homogeneous faculty union negotiating for a single campus. We have followed a model of limited bargaining which had as its specific goal the effort to agree on wages, fringes, and directly related fiscal matters. To some extent we moved beyond this limited bargaining model in the second round of negotiations to do process bargaining. This had as its result the expansion of the agreement to include provisions for personnel processes describing procedures and patterns. Limited and process bargaining are contrasted with a third type of bargaining – the comprehensive bargaining model. In such a model the bargaining process adds the substance of judgments and bargains campus governmental systems and academic personnel decision-making.

Having grown in size and complexity very rapidly over the last few years with only limited long range planning, we have placed a high priority on planning for the past several years. Two distinctions characterize the pattern of institutional planning at Central Michigan. First, planning is viewed as a continuing process rather than a project to be completed. A series of planning projects are completed by various units, but the cycle is an annual process which moves forward into a new five year period of time each year. Thus, with each planning cycle we describe both implementation plans immediately ahead and

long-range plans over a five year period. Second, the design of the process reflects a distinction between planning activity and planning review. Planning activity – description of objectives, courses of action, proposals for program change, the measures of evaluation for particular programs – is broadly based in academic units. The faculty is primarily responsible for this planning close to the level of activity. Reports and proposals are reviewed at the school level and at the university level with steadily increasing involvement by administration. Decisions are made with appropriate consultation and critique by faculty and student committees but the decisions establishing priorities, support for change, and allocations are determined by the administration. The activity of planning is thus primarily the responsibility of the faculty; the review of planning is primarily the role of administration. This division of responsibility is obviously not complete. Faculty and students participate in the review and administration has input into planning activity but the division does reflect an emphasis in roles and relates directly to the fact that we are unionized.

With this background, I want to move to a discussion of the subject, "Unionization and Institutional Planning," developing a thesis and an antithesis. The thesis is – unionization is a direct stimulus to institutional planning in higher education. The antithetical statement is – bargaining may be a deterrent to effective, program oriented institutional planning. In the Hegelian dialectic of ideas, the negation of the tension between thesis and antithesis produces a higher synthesis. But when we move from the abstract realm of ideas to the world of campus life, the synthesis has yet to become clear and thus remains unstated.

## I.

Planning starts with the determination of goals and objectives and proceeds to the description of actions which contribute to the realization of these goals and objectives. Assumptions are made explicit; projections are developed; and these assumptions and projections become decisive factors in planning. The process is oriented to the future and reflects an effort to shape the future by rational decisions.

What may be highly desirable for a thoughtful and effective use of resources to achieve stated ends becomes an absolute requirement with the appearance of unionization. A typical university budget is from 70 to 90 percent tied to direct or indirect personnel costs. Therefore, agreements governing compensation and working conditions in effect decide the shape of the university for the future. While a contract is for a limited period of time, the consequences of the contract for the future design of academic program and university services extends beyond the period of the contract. Access to education, student/faculty ratios, instructional methodology, financial aid, and student services all reflect resource allocations potentially determined by bargaining agreements.

Certain specific characteristics of collective bargaining not only provide a stimulus to planning but may also increase the potential for effective planning.

For example, unionization forces an answer to a fundamental question: Where does the management function reside? If there are two parties to an agreement, then who is the counterpart to the bargaining agent? With whom does the union agree? The positions developed in traditional discussions of faculty self-governance suggest a faculty hegemony which has, in this setting, the ludicrous conclusion that faculty come to an agreement with an administration appointed to serve according to faculty direction. If so, where are the two parties to an agreement? Do faculty sit on both sides of the bargaining table?

Decision-making in the university is a curious and bewildering process. As many have remarked, the surprising fact is that any decisions are made. In general, there has been responsibility without concomitant authority. Thus, administration has traditionally been held accountable for activity over which administrators have little control. Even more remote is the relationship between *de jure* and *de facto* authority. Governing boards have been charged with *de jure* power but have allowed *de facto* power to rest in the hands of the faculty.

Collective bargaining exposes this surd and thus raises to a visible level essential questions – questions which are fundamental to planning – How do decisions get made? Where is the locus of decision-making power?

The dilemma, of course, is that the quality of decisions within a university program are dependent upon those who have knowledge of content and methodology; those who carry out the tasks of education. The teaching-learning environment is rightly a faculty domain. To assume anything else is to deny the need for thorough understanding of a myriad of issues and activities and to ignore the role of voluntariness in teaching.

The parameters for bargaining are not determined at the table. They are worked out at the policy level for the institution as a whole. The interest of the bargaining unit is an important input but not the sole determiner of what an agreement will be. Thus, the fixing of limits consistent with institutional policy is a basic part of the preparation for bargaining. Demands presented at the bargaining table by faculty unions to date reinforce the need for a clear focusing of responsibility. What is gain for faculty as an employee group may not be gain for the university as a whole. Narrow self-interest and inadequately analyzed consequences are characteristics of some bargaining proposals.

One outcome of faculty bargaining is the conscious acceptance of the need to determine institutional policy. This is an essential planning role, a role that has existed in vague generalities, but has been poorly defined and even more poorly interpreted in action. If collective bargaining compels the acceptance of this task on the part of administration, then the result may be what Myron Lieberman asserted in his article in *Harper's*, "The paradox of faculty unionization is that although it is a faculty initiative, perhaps its most salutary effects will not be what it does for professors, but what it will do to make administrations more efficient, more alert to innovation, and more responsive to public interest."[1] If planning by its very nature requires clear lines of

[1] Lieberman, Myron, "Professors Unite!," *Harper's Magazine* (October 1971), p. 70.

decision-making in the interest of the institution as a whole, then the presence of collective bargaining is a definite stimulus to making institutions more efficient in planning.

Both collective bargaining and planning require the development of usable information systems. Once again, the relation is not causal. Collective bargaining does not produce the planning information but what is needed for effective planning is essential to collective bargaining as well. In addition, collective bargaining may raise issues which provide unanticipated, useful inputs into planning. The generation of data on possible salary proposals involving such factors as rank, degrees, tenure, age, years of service and work load averages produces some important predictive tools for institutional planning. To cite one possible result – the understanding of the consequences of a particular tenure system in terms of its tendency to produce a relatively fixed and inflexible faculty roster requires the analysis of data important for both bargaining and planning. Job security is a predictable and understandable goal of a bargaining agent. Contemporaneity and flexibility, given the growing and changing content of disciplines and student interest, must be basic concerns of institutional planning. Both involve the analysis of the implications of tenure systems.

Bargaining is costly in terms of time and human energy. It requires the development of new manpower with competency to bargain and to administer contracts. One possible side benefit of this corps of professional staff mandated by the presence of bargaining in the university is the production of information for decision-making beyond bargaining.

Internal data describing trends, patterns of enrollment, and staffing is essential to both planning and bargaining. External data reflecting an accurate reference base of comparisons with similar institutions is essential and useful for both processes. Comparative studies of student/faculty ratios, provisions for support staff, professional development funds, increase the quality of both decision-making processes.

Accurate and comprehensive cost analysis is a necessary condition for institutional planning rooted in examined value commitments. Bargaining compels the acceptance of what is generally suspect in the academic community. That there has been little attention to cost analysis and cost effectiveness in part reflects faculty resistance and reaction. Educational experience is not a precise and definite quantity; the end results of credits and degrees are not outputs comparable to a manufactured item. Unit cost is seen as the imposition of industrial practices. What has been lacking in this discussion is the recognition that all resource allocations, consciously or unconsciously, reflect value judgments about what is important. The issue is not material concerns as opposed to human values, but the analysis of the values reflected in the use of resources.

Cost analysis of possible agreements describes how dear education will be, who will have access to education and who will be denied access; it describes the quality student experience in terms of student/faculty ratios and therefore, class

size and availability of faculty for advising and thesis supervision. The list can be expanded to almost all aspects of the educational experience. Cost analysis provides critical input for planning and the determining of the limits of bargaining. The development of costing models which anticipate proposals for bargaining permit the exploration of alternate responses to those "what if" questions necessary to thoughtful anticipating of the future.

Long range fiscal planning and interpretation is essential to the institutional response to union demands and to planning. Both represent future oriented decision-making processes. To be functional, decision-making must have basic information and an understanding of anticipated resources. Since higher education is not a self-supporting system, it is imperative that in bargaining both sides have this basic information and understanding. The sharing of information is a necessary part of this process, but beyond information sharing what is required is a functional understanding of the complexities of financing higher education on the part of both parties in negotiations. Stated directly – a private institution's ability to generate new resources is limited; public institutions are subject to provisions of funding agencies outside the university.

Demands presented by faculty unions have frequently been excessive. It is assumed by some that a probable cause is indifference to education but a more adequate explanation is a lack of adequate fiscal planning and effective communication of budgetary understanding. One of my colleagues, Neil Bucklew, wrote in an article in *College and University Business,* "... 'the extreme nature' of proposals is often linked to an inadequate understanding of resources available or the processes involved and not a representation of a basically destructive or unconcerned attitude."[2]

The same movement from what is desired, or what ought to be true, to what can be, or what is true, is basic to the tasks of bargaining and planning. Both are oriented to the future and thus entail long range fiscal planning and interpretation. Both have frequently lacked a reality base. The analogue to excessive demands on the part of a union is the extravagant projections of new graduate programs dependent upon improbable new resources and facilities. Unionization gives a new urgency to reality based planning.

## II.

The thesis – unionization is a direct stimulus to institutional planning in higher education – needs to be countered by an antithetical statement. Unionization introduces new patterns of decision-making on the campus. As a result, bargaining may prove to be a deterrent to effective, program oriented institutional planning.

---

[2]Bucklew, Neil, "Fiscal Judgment in Bargaining Can Cover Hidden Costs," *College and University Business* (March 1971), p. 49.

The thesis is a description of fact. To date, the impact of collective bargaining on the Central campus has been a stimulus to planning. With the antithesis – bargaining a deterrent to planning – the analysis becomes more speculative and less descriptive of actual experience. Unionization is too new on university campuses to provide an empirical description of consequences. Bargaining at two-year institutions has a longer history and it could be assumed that the experience of two-year institutions will be repeated in faculty bargaining on university campuses. I doubt that this is a good assumption – if for no other reason, it is questionable given the strength of the traditional faculty role in university governance. Also, the orientation of most two-year institutions has been to public school life rather than to university life. Trends, tendencies may be visible, but we are only now moving into second contracts and as a consequence, little solid evidence of long-range impact is available. However, to fail to anticipate and to speculate is to face an uncertain future with no preparation, inadequate attention to alternatives and little effort to shape the future. This is the epitome of poor institutional planning.

But back to the antithesis – collective bargaining may prove to be a deterrent to effective, program oriented institutional planning. It is important to note that unionization won acceptance on university campuses in a distinct period for higher education. As recent as 1967, an AAHE Report on *Faculty Participation in Academic Governance* could assert, "in conventional labor management situations, worker discontent is often associated with periods of economic adversity. In contrast, faculty dissatisfaction is clearly a child of growth and affluence."[3] The decade of the sixties, which provides a historical setting for this statement, was marked by unparalleled growth in support for higher education. Enrollments, federal support, state appropriations, financial aid for students, faculty salaries, and facilities increased dramatically. The dominant mood of the period of the sixties was expansive. "More" was the key word in the assumptions for the future.

The period in which unionization won acceptance and will play a role in decision-making is a period of radical readjustment in higher education described in terms of: (1) slowed growth in enrollment, faculty positions, resources; (2) new and urgent priorities for public funding, such as, poverty, urban blight, environmental crises; (3) a shift from a situation of scarcity to over-supply in qualified faculty candidates; (4) the decline in outside support for faculty research; (5) a change in public attitude toward universities in general and faculty status in particular. Given this dramatic change, it is hardly surprising that job security, personnel and economic issues rose to prominence.

Is collective bargaining a decision-making process which will contribute to productive change and development in higher education? While there is nothing

---

[3] *Faculty Participation in Academic Governance*, Report of AAHE Task Force on Faculty Representation and Academic Negotiations (American Association for Higher Education, 1967), p. 9.

denying this possiblity, a scanning of union demands suggests a defensive, protective reaction. As a consequence of these demands, contracts have been written which mean salaries have kept pace with developments in other public employee groups; appeal procedures and job security have been strengthened; due process has been assured; personnel processes clarified. Significant protection against discriminatory treatment has been achieved. All of which suggests a defensive character to negotiations.

Collective bargaining may give form and expression to a sense of alienation from the institution and its primary role. This finds expression in the protection of legitimate self-interest on the part of the faculty as a particular employee group. A 1971 report of the Education Commission of the States asserted:

> To some degree it [collective bargaining] may simply be a striking or reaching out to relieve the general tension born of frustration and of a sense, real or imagined, of helplessness on the part of faculty either to influence or to control on the campus level the course of events and pressures which affect, if not determine, their collective destinies.[4]

Protection is an understandable objective, but protection may reflect the special interests of the part with little regard for the whole which is so important in institutional planning.

The potential reach of agreements is virtually unlimited. Everything that occurs on a campus can be in one way or another interpreted as an extension of the conditions of employment. Professor Ralph Brown, Associate Dean of the Yale College of Law, notes:

> Once a bargaining agent has the weight of statutory certification behind him, a familiar process comes into play. First, the matter of salaries is linked to work load; work load is then directly related to class size; class size to range of offerings and range of offerings to curricular policy. Dispute over class size may also lead to bargaining over admissions policies.[5]

The consequences of bargaining reflecting a defensive reaction or protection of special interest, given the potential range of subject matter, is a matter of urgent concern in institutional planning.

A second theme closely related to the question – Is collective bargaining a decision-making process which will contribute to productive change and

---

[4] *Faculty Collective Bargaining in Postsecondary Institutions: The Impact on the Campus and on the State*, prepared by the Higher Education Services Division of the Education Commission of the States (1972), p. 6.

[5] Brown, Ralph, "Collective Bargaining in Higher Education," *Michigan Law Review* (March 1969), p. 1075.

development? – is the possible negative impact of unionization neatly summarized by Professor Schier's coined word, "Lumpenprofessoriat."[6] He used the word in an *AAUP Bulletin* article to characterize an entirely different problem, but the word is useful for the purposes of this paper. As personnel policies under collective bargaining become more explicit, more uniform, more subject to objective interpretation by an outside authority, a possible result will be the production of the "lumpenprofessoriat."

In negotiated agreements on campus, the language of legal contract replaces the language of common consent. The language of legal contract must be enforceable by a third party, such as, an arbitrator or a judge; the language of common consent, by contrast, is far less precise and far more dependent upon judgments rooted in a functioning tradition. Forces at work within collective bargaining compel movement toward rigidity and commonality and thus diminish dependence on judgment. Employee protection, the acceptance of adequacy as a functional criteria in decision-making, and longevity as an absolute may well be a consequence of unionization for the future. The time honored union practices of last-employed-first-out and the patterns of featherbedding, are already present on campuses as a result of some of the abuses of the tenure system. But employee protection takes on a new force with unionization. Joseph Garbarino describes this change in terms of a "convergence toward the average." Faculty personnel policies may be bureaucratized and take on more of the aspects of a civil service appointment. Garbarino writes:

> One suspects that in those institutions in which untidy, unsystematic processes of peer evaluation have worked with demonstrated success the introduction of procedures that can be defended before an arbitrator, or perhaps a judge, will incur a real cost in quality.[7]

This potential cost must concern any who attempt to assess the impact of unionization on institutional planning. If education converges toward the average as a result of unionization, then the cost measured in the loss of discriminating judgments can be very high indeed.

Given the fact that public institutions derive most of their funds from tax monies appropriated by a state legislature, a basic issue for the future is a locus of the power to agree. It seems unlikely that bargaining can continue on the individual campus, for, in effect, the individual institution is committing in the contract the state treasury and, in a way, abrogating the duties of the appropriation committee. Public interest may well dictate that state government take over the management role in collective bargaining for higher education. At

---

[6]Schier, Richard, "The Problem of the Lumpenprofessoriat," *AAUP Bulletin* (Winter 1970).

[7]Garbarino, Joseph, "Creeping Unionism and the Faculty Labor Market," draft of paper prepared for *Higher Education and the Labor Market*, Carnegie Commission on Higher Education, p. 34.

the very least, state government may have to assume a role of determining the limits of compensation settlements and prescriptions of faculty work loads.

The long range result of collective bargaining on the university may well limit the ability of individual institutions to use imagination and intelligence to plan. With the state assumption of the responsibilities of management in bargaining, the imposition of state management control for operation will likely follow. Allocations to internal budgets will certainly have to be controlled; concern over productivity factors as a basis for salary increases seems a predictable consequence; and a civil service character to faculty employment is a likely outcome. Campus administration will take on more of the tasks of middle-management with implementation processes being the primary role as contrasted with policy determination.

If this speculation proves to be the future of higher education, then the most obvious impact of unionization on planning will be to further accelerate the growth of large, state-wide public systems of higher education. With this development comes the problems discussed in the Newman *Report On Higher Education.* The problems of ". . . standardization, the centralization of decision-making, the stifling of local initiative, and the introduction of new political forces into higher education. . ."[8]

That changes are occurring in university life as a consequence of the growing presence of unionization is one statement of the problem. But the problem is compounded by the rapidity of the change and the extreme reactions which result from greatly compressed time. Rapidity itself is one of the most urgent dimensions of the problem. The reaction to sudden change may be different from a reaction which builds on the analysis of experience. Such reaction tends to be over-reaction with a resulting hardening of positions. Professional associations act like industrial unions and university administrations assume management prerogatives inconsistent with the life of a university. Both reactions reflect an inadequate recognition of the characteristics of the university as a distinct social institution and bode ill for the effort to plan a future consistent with the university's basic mission and character.

Unionization forcing administrators to a conscious acceptance of role can be interpreted as gain for planning. When collective bargaining tempts administration to turn away from the character of the life of the institution there is clear loss for effective program planning. As a purely pragmatic matter, Professor Garbarino writes:

> [T]he university's instructional staff cannot be effectively 'managed' without a high level of voluntary cooperation and professional responsibility . . . In a system that depends on the conscientious performance of professional services of an intangible nature for its

[8] *Report on Higher Education*, U.S. Department of Health, Education, and Welfare (1971), p. 23.

> success, willing cooperation is essential. A work-to-rule attitude or a withdrawal of cooperation would critically weaken the effectiveness of the university.[9]

Members of governing boards, legislators and others have suggested that university management can be greatly improved by literally applying the theory and practice of collective bargaining to the role of administration in decision-making on campus. This view ignores the force and value of established practices. To be translated into the work of the university planning requires "voluntary cooperation and professional responsibility." Management decisions can be translated directly into work for industry. When the Ford management decides to produce a Pinto, the decision leads readily to work-to-rule activity. The development of an academic major, by contrast, clearly requires the cooperation of those who will be responsible for carrying it out; the expertise of experience and knowledge rests with the faculty and the undertaking we call teaching is dependent upon voluntariness.

Various individuals who have commented on unionization in higher education have made the point that administrative response may be more important than union actions in determining the impact of collective bargaining on higher education. Among the chief dangers of faculty bargaining is the creation of an embattled and adversary spirit which is a deterrent to program planning. The chief defense against this danger is an effort on the part of administrators and legislators to understand and to empathize with the forces and motivation present in the acceptance of unionization by faculty.

---

[9] Garbarino, Joseph, "Precarious Professors: New Patterns of Representation," *Industrial Relations* (February 1971), reprint by Carnegie Commission on Higher Education, p. 19.

# *New Channels of Communication*

Charles R. Simpson

I can't help but reflect on a similar situation 10 years ago, among big city superintendents and school board members who were meeting in Miami. I witnessed the same kind of apprehension and anxiety in that setting at that period of time as I witnessed here today. We are new at this in higher education, and although we have gone through a decade of this in the K-12 area, among elementary and secondary teachers, I am not so sure how many aspects of that experience are transferrable to the higher education sector.

I would prefer to be quite humble about this subject – I think humility is, or should be, the order of the day. We have in this nation a tradition of union organizing in the labor sector. We also have a certain level of organizing and unionization of elementary and secondary teachers, much of which was derived from organized labor. But while I believe that we in higher education may do a more creative job developing our own models and relationships within the context of collective negotiations, we should not be too harsh with these other models. For if we are, indeed, creative people, maybe we can at the same time resolve some of the extremely critical problems that exist in the labor sector and in the elementary and secondary sector of collective bargaining. Maybe *that* is our burden and our mission.

Discussing "The Impact of Faculty Unionization on Institutional Planning" assumes that unionization of college and university faculty will indeed take place. There are those, however, who maintain that it is too early to ascertain whether collective bargaining will actually dominate the higher education picture and, therefore, become a factor with which the university is required to deal.

Certainly, the overwhelming vote for no-representation by the faculty at Michigan State University last week supports this notion. In the current run-off election at Ferris State College in Michigan, my own organization, the NEA, will be pitted against no-representation on the ballot. Is the fact that 33 states still do not have any form of a collective bargaining agreement for higher education

an indication that unionization of college and university faculty may never come about?

The Education Commission of the States reports that ". . . collective bargaining in the public sector is proceeding at an extremely rapid pace," and that it has taken only ten years for three-fourths of the nation's elementary and secondary teachers to adopt some form of collective bargaining. This is in contrast to the private sector where 37 years after the passage of the Wagner Act, only one-third of the labor force has become unionized.

NEA's involvement in organizing college and university faculties is of very recent origin, coming about by action of its Board of Directors in 1969. The NEA Division of Higher Education was established in March 1971 and has as its primary mission the unionizing of all higher education faculty members – the potential of which today numbers in excess of 800,000.

As of September 1972, there were 79,006 faculty employed in 166 colleges and university systems throughout the United States who had elected a collective bargaining agent; 63,962 of these staff were employed at the four-year level with the remaining 15,044 teaching at junior or two-year colleges. NEA represented 61.4 percent of the total 79,006 faculty thus covered, with AFT representing 32.1 percent, AAUP 5.6 percent and non-affiliated units 0.9 percent. (See Table 1)

**Table 1**
**NUMBER OF FULL-TIME FACULTY REPRESENTED BY BARGAINING AGENTS (AS OF 9/1/72)**

| *Agent* | *All Institutions* | *2-yr.* | *4-yr.* |
|---|---|---|---|
| NEA | 48,589 | 8,515 | 40,074 |
| AFT | 24,390 | 5,367 | 19,023 |
| AAUP | 4,429 | 85 | 4,344 |
| Ind. | 1,598 | 1,077 | 522 |
| TOTAL | 79,006 | 15,044 | 63,962 |

Source: NEA Higher Education Division

New York State commanded 47.3 percent of all organized faculty in the nation with 37,319. Pennsylvania ranked second with 6.5 percent of the nation's total or 5,143 employed with a bargaining agent. Michigan ranked third with 6.1 percent or 4,790 faculty, and New Jersey fourth at 5.2 percent or 4,126 faculty. Of the total faculty represented by bargaining agents nationally, 51,378 or 65.1 percent were located in these four states. The remaining 27,628 were variously distributed among 13 other states, the District of Columbia, and Guam. (See Table 2)

Our experience at NEA tells us that a trend among higher education faculties toward collective bargaining is now clearly established. Not only do our research studies reveal the existence of a broad and demonstrated interest and readiness, but the number of appeals from the field for organizing assistance is rapidly accelerating. It is my feeling that the majority of the nation's more than

800,000 faculty potential will be organized under some type of collective bargaining agreement by the end of this decade. It is on this premise that I will proceed to explore the implications of unionization for institutional planning. While it may take 10 to 20 years to fully realize what impact collective bargaining will have on institutional decision-making, there are at present some indicators which we can look at.

The scope of what is negotiable is certainly one vital factor. While traditional unions in the private sector have rarely attempted to negotiate the processes and quality of production, teachers' organizations have gone far beyond "wages, hours, and conditions of employment" in their determined notion that everything connected with the schools is negotiable.

The NEA Research Division has tabulated the content of negotiated agreements for the K-12 public school sector and has compiled a master index of 177 negotiated provisions containing more than 300 variables. A review of the Research Division's three year findings (See Table 3) reflects growing involvement of teacher organizations in such major, non-welfare areas as curriculum, teacher qualifications, special education programs, teacher evaluation, textbook selection and distribution, pupil-teacher ratio, institutional aids, secretarial/clerical assistance, organization of the school day and school year, school plant and facilities, extra-curricular activities, school-community relationship, pupil discipline, promotion and assignment, professional growth, and in-service training.

There is no reason to believe that the scope of negotiable issues will be any narrower for higher education than it is for elementary and secondary teachers. It is admitted that, compared to K-12, there still are few contracts in higher education to constitute a creditable base for predicting the future. On the other hand, college and university faculty have participated to a far greater extent than their K-12 counterpart in decisions affecting educational policy and I do not expect them to surrender this prerogative now or in the future. Faculty concerns, as gleaned from college and university contract provisions now in existence, include the following: admission policies, degree requirements, standards for student conduct and discipline, curriculum, faculty research funding, professional and sabbatical leave policies, merit pay policies and procedures, capital needs and facilities design, tuition/fee waiver policies, lay-off and reduction of staff, governance, salary and fringe benefits, grievance procedures, standards for academic freedom, faculty load, faculty evaluation procedures, tenure-probationary periods, allocation of office space, and secretarial assistance.

It is my belief that the interest of faculty organizations as carried out through collective action can be expected to cut deep into the historical prerogatives and processes of administrative decision-making. Determinations made at the bargaining table do not merely affect existing institutional policy *but, in fact, become institutional policy* when ratified by both the institution's governing body and the bargaining agent. Collective bargaining as a decision-

making process is bound to preempt existing decision-making processes to the extent that overlap becomes apparent.

Another indicator as to the impact which collective bargaining will have on the institution relates to the realignment of administration and structure which will be recognized by management as necessary to deal with collective bargaining. Usually, an administrator is employed to carry out the role of spokesman for the college or university. His position will require sufficient status and authority as to be able to adequately represent the institution at the bargaining table. Depending upon the scope of negotiable items, a wide range of professional support consultants will also be required. Usually these people are top administrators who are proficient in one or more of the subjects under negotiation and whose role it is to represent the university's interests at the bargaining table. As one can see, an entirely new infrastructure emerges, which, in time, will generally render obsolete the institution's existing administrative organization.

On a cost basis, it should be recognized that bargaining activities will require a sizeable budget in order to underwrite the costs of additional administrative and support staff. Cost studies and legal analyses will require significant increases in the budget. Data processing and institutional research which are vital to the administration's position will have to be carried out and will undoubtedly add to the expense.

Most endeavors connected with bargaining are not carried out at the table, but are imposed upon support elements elsewhere. For example, funding of requests will need to be calculated and, in addition, available funding sources will need to be verified. Program impact will have to be carefully studied. Informational data which is complete and accurate will be required. Institutional endeavor will thus require many staffing elements in order to assure that the administration's position during each round of bargaining is legally and professionally sound, politically defensible, and economically and administratively feasable. All of this internalized activity on the part of the administration carries the benefit that the administration is forced to consider, for the first time, its long-range planning needs.

There is a serious question as to whether the faculty senate can survive in a collective bargaining structure. Being an integral part of the institution's system of governance and, therefore, depending upon the institution for its authority, the faculty senate can be rendered impotent in matters of conflict involving the institution. More critically, a faculty senate is deprived of the independence of action and funding potential which benefits the autonomous faculty organization.

The fact that faculty senates continue to have some credibility with faculty and appear to be serving a meaningful mission indicates to me that they will be around for a few more years. It may be that bifurcated representation will result, with the faculty senate assuming a limited but complementary role to the

bargaining unit. However, the implications of such an arrangement for both the institution as well as the bargaining unit do not appear to be healthy. For the faculty, it can only mean confusion, frustration and despair.

Collective bargaining does not *per se* restrict or take away administration rights. What bargaining does is to delineate administration rights as well as faculty rights, and in so doing opens new channels of communications through administration-faculty dialogue in policy-making decisions.

Collective bargaining agreements, particularly in the negotiation of grievance and tenure provisions, protect the administration from charges of discrimination or unfair labor practice insofar as these agreements spell out a definite formal procedure which is to be followed, leaving no room for deviation or misunderstanding. As well, these provisions often establish internal machinery for dealing with these issues through direct participation and communications with those (faculty) who are directly in contact with the affected parties, and again provide the administration with a sound and knowledgeable opinion upon which to make decisions.

Generally, what a negotiated contract does is to enhance the policy making power through enlargement of the scope of experience via the direct participation of the faculty in the operations of the institution, for it is the faculty who are in daily contact with the students and are aware of student needs.

Table 2

## FACULTY WHO HAVE ELECTED A BARGAINING AGENT IN HIGHER EDUCATION (AS OF 9/1/72)

| | *Elected Agent* | *Number of Full-Time Faculty* |
|---|---|---|
| *CONNECTICUT* | | |
| Technical Colleges (4) | AFT | 156 |
| *COLORADO* | | |
| Arapahoe Community College | NEA | 57 |
| *Loretto Heights College | NEA | 70 |
| *DISTRICT OF COLUMBIA* | | |
| Washington Technical Institute | AFT | 78 |
| *GUAM* | | |
| *University of Guam | AFT | 45 |
| *ILLINOIS* | | |
| College of Lake County | NEA | 96 |
| Lakeland College | NEA | 108 |
| Sauk Valley College | NEA | 55 |
| Moraine Valley Community College | AFT | 136 |
| Cook Community College | AFT | 1,156 |
| Highland Community College | AFT | 46 |
| Illinois Valley Community College | AFT | 85 |
| Joliet Junior College | AFT | 103 |
| Lincoln Land Community College | AFT | 57 |
| Morton College | AFT | 97 |
| Prairie State College | AFT | 85 |
| Waubonsee Community College | AFT | 55 |
| Thornton Community College | AFT | 127 |
| Belleville Area College | AAUP | 85 |
| *IOWA* | | |
| *University of Dubuque | NEA | 55 |
| *KANSAS* | | |
| Butler County Community Junior College | NEA | 67 |
| Cloud County Community Junior College | NEA | 26 |
| Colby Community Junior College | NEA | 47 |
| Garden City Community Junior College | NEA | 46 |
| Hutchinson Community Junior College | NEA | 94 |
| Independence Community Junior College | NEA | 31 |
| Kansas City Kansas Community Junior College | NEA | 54 |
| Labette Community Junior College | NEA | 28 |
| *MAINE* | | |
| Voc-Tech Institutes (5) | NEA | 166 |
| *MARYLAND* | | |
| Community College of Baltimore | AFT | 202 |
| *MASSACHUSETTS* | | |
| Mt. Wachusett Community College | NEA | 61 |
| Massasoit Community College | NEA | 75 |
| *Fitchburg State College | NEA | 205 |
| *Salem State College | NEA | 247 |
| *North Adams State College | NEA | 120 |
| *Boston State College | AFT | 285 |
| Bristol Community College | AFT | 85 |
| *Massachusetts College of Art | AFT | 42 |
| *Southeastern Massachusetts University | AFT | 194 |
| *Westfield State College | AFT | 144 |
| *Worcester State College | AFT | 132 |
| *Lowell State College | AFT | 250 |

Table 2 (Continued)

## FACULTY WHO HAVE ELECTED A BARGAINING AGENT IN HIGHER EDUCATION (AS OF 9/1/72)

| | *Elected Agent* | *Number of Full-Time Faculty* |
|---|---|---|
| *MICHIGAN* | | |
| Alpena Community College | NEA | 50 |
| Genesee Community Junior College | NEA | 205 |
| Glen Oaks Community College | NEA | 36 |
| Gogebic Community College | NEA | 33 |
| Jackson Community College | NEA | 96 |
| Kalamazoo Valley Community College | NEA | 88 |
| Kellogg Community College | NEA | 93 |
| Lansing Community College | NEA | 158 |
| Mid Michigan Community College | NEA | 18 |
| Monroe Community College | NEA | 51 |
| Montcalm Community College | NEA | 30 |
| Muskegon Community College | NEA | 119 |
| Oakland Community College | NEA | 193 |
| St. Clair County Community College | NEA | 95 |
| Schoolcraft College | NEA | 157 |
| Southwestern Michigan College | NEA | 36 |
| Washtenaw Community College | NEA | 103 |
| *Central Michigan University | NEA | 570 |
| *Detroit College of Business | NEA | 60 |
| *Saginaw Valley State College | NEA | 128 |
| Henry Ford Community College | AFT | 183 |
| Lake Michigan College | AFT | 56 |
| Highland Park College | AFT | 125 |
| Wayne Community College | AFT | 83 |
| *Oakland University | AAUP | 175 |
| *Wayne State University | AAUP | 1,122 |
| Grand Rapids Junior College | Independent | 163 |
| Kirtland Community College | Independent | 21 |
| Macomb County Community College | Independent | 237 |
| West Shore Community College | Independent | 268 |
| Bay De Noc Community College | Independent | 38 |
| *MINNESOTA* | | |
| Minnesota Junior Colleges (18) | NEA | 829 |
| *NEBRASKA* | | |
| *Nebraska State Colleges (4) | NEA | 475 |
| *NEW JERSEY* | | |
| *New Jersey State Colleges (8) | NEA | 1,957 |
| *Monmouth College | NEA | 375 |
| Atlantic Community College | NEA | 79 |
| Bergen Community College | NEA | 96 |
| Burlington Community College | NEA | 80 |
| Camden County College | NEA | 77 |
| Cumberland County College | NEA | 58 |
| Essex County College | NEA | 192 |
| Gloucester County College | NEA | 44 |
| Mercer County College | NEA | 122 |
| Ocean County College | NEA | 85 |
| Somerset County College | NEA | 39 |
| Middlesex County College | AFT | 172 |
| *Rutgers University | AAUP | 750 |

## Table 2 (Continued)
## FACULTY WHO HAVE ELECTED A BARGAINING AGENT IN HIGHER EDUCATION (AS OF 9/1/72)

| | *Elected Agent* | *Number of Full-Time Faculty* |
|---|---|---|
| *NEW YORK* | | |
| Auburn Community College | NEA | 96 |
| Broome Technical Community College | NEA | 182 |
| Dutchess Community College | NEA & AFT | 126 |
| Erie Community College | NEA | 192 |
| Fulton Montgomery Community College | NEA | 80 |
| Hudson Valley Community College | NEA | 231 |
| Jamestown Community College | NEA | 83 |
| Jefferson Community College | NEA | 55 |
| Monroe Community College | NEA | 259 |
| Mohawk Valley Community College | NEA | 108 |
| North Country Community College | NEA | 51 |
| Orange County Community College | NEA | 115 |
| Adirondack Community College | NEA | 56 |
| Ulster County Community College | NEA | 84 |
| Genesee Community College | NEA | 73 |
| Suffolk Community College | NEA | 345 |
| Clinton County Community College | NEA | 26 |
| Schenectady Community College | NEA | 53 |
| *State University of New York (29 campuses) | NEA | 15,000 |
| *City University of New York (20 campuses) | NEA & AFT | 16,000 |
| *Columbia University, College of Pharmaceutical Sciences | NEA | 60 |
| Columbia Green Community College | AFT | 19 |
| Fashion Institute of Technology | AFT | 169 |
| Nassau Community College | AFT | 362 |
| Onondaga Community College | AFT | 121 |
| Rockland Community College | AFT | 127 |
| Westchester Community College | AFT | 126 |
| *Long Island University (Brooklyn Campus and C. W. Post Center) | AFT | 758 |
| *Pratt Institute | AFT | 500 |
| *Taylor Business Institute | AFT | 150 |
| *U. S. Merchant Marine Academy | AFT | 89 |
| *Brooklyn Polytechnic Institute | AAUP | 292 |
| *New York Institute of Technology | AAUP | 250 |
| *St. John's University | AAUP & Independent | 490 |
| *Dowling University (Adelphi) | AAUP | 451 |
| *Fordham University Law School | Independent | 31 |
| Niagara Community College | Independent | 109 |
| *OHIO* | | |
| *Youngstown State University | NEA | 381 |
| *Ashland College | AAUP | 165 |
| *PENNSYLVANIA* | | |
| Community College of Beaver County | NEA | 70 |
| Lehigh Community College | NEA | 63 |
| Luzerne Community College | NEA | 58 |
| Williamsport Area Community College | NEA | 185 |
| *Pennsylvania State Colleges (14) | NEA | 4,000 |
| Bucks County Community College | AFT | 158 |
| Community College of Allegheny County | AFT | 255 |
| Community College of Philadelphia | AFT | 230 |
| *Moore College of Art | AFT | 93 |
| Westmoreland Community College | NEA | 31 |

Table 2 (Continued)

## FACULTY WHO HAVE ELECTED A BARGAINING AGENT IN HIGHER EDUCATION (AS OF 9/1/72)

| | *Elected Agent* | *Number of Full-Time Faculty* |
|---|---|---|
| *RHODE ISLAND* | | |
| *Bryant College | AFT | 81 |
| *Rhode Island College | AFT | 260 |
| Rhode Island Junior College | NEA | 210 |
| Roger Williams College | NEA | 102 |
| *University of Rhode Island | AAUP | 649 |
| *WASHINGTON* | | |
| Big Bend Community College | NEA | 40 |
| Centralia College | NEA | 70 |
| Columbia Basin College | NEA | 97 |
| Edmonds Community College | NEA | 42 |
| Ft. Steilacoom Community College | NEA | 44 |
| Grays Harbor College | NEA | 52 |
| Highline College | NEA | 144 |
| Lowen Columbia College | NEA | 55 |
| Olympic College | NEA | 100 |
| Peninsula College | NEA | 32 |
| Shoreline Community College | NEA | 123 |
| Skagit Valley College | NEA | 72 |
| Spokane Community College | NEA | 97 |
| Spokane Falls Community College | NEA | 99 |
| Walla Walla Community College | NEA | 43 |
| Wenatchee Valley College | NEA | 64 |
| Yakima Valley College | NEA | 134 |
| *Eastern Washington State College | NEA | 353 |
| Green River College | AFT | 111 |
| Seattle Community College | AFT | 316 |
| Tacoma Community College | AFT | 160 |
| Clark College | Independent | 107 |
| Everett Community College | Independent | 134 |

*Four-year colleges

Source: NEA Higher Education Division

Table 3

NUMBER AND PERCENT OF COMPREHENSIVE ELEMENTARY AND SECONDARY AGREEMENTS BY TYPE OF PROVISION, 1966-67, 1968-69 AND 1970-71

| Items | 1966-67 Number of agreements | 1966-67 Percent | 1968-69 Number of agreements | 1968-69 Percent | 1970-71 Number of agreements | 1970-71 Percent |
|---|---|---|---|---|---|---|
| TOTAL NUMBER OF AGREEMENTS ANALYZED | 389 | 100.0 | 978 | 100.0 | 1,529 | 100.0 |
| Instructional Program | | | | | | |
| Curriculum review | 85 | 21.8 | 173 | 17.7 | 395 | 25.8 |
| Teacher qualifications | 66 | 17.0 | 221 | 22.6 | 470 | 30.7 |
| Special education programs | 59 | 15.2 | 178 | 18.2 | 327 | 21.4 |
| Tax/bond programs | 67 | 17.2 | 62 | 6.3 | 45 | 2.9 |
| State/federal fund application | 26 | 6.7 | 38 | 3.9 | 54 | 3.5 |
| Test evaluation and application | 4 | 1.0 | 16 | 1.6 | 15 | 1.0 |
| Budgetary item distribution | 58 | 14.9 | 19 | 1.9 | 43 | 2.8 |
| Teacher evaluation | 48 | 12.3 | 62 | 6.3 | 106 | 6.9 |
| Textbook selection and distribution | 140 | 36.0 | 317 | 32.4 | 366 | 23.9 |
| Pupil-teacher ratio/class size | 222 | 57.1 | 577 | 59.0 | 888 | 58.1 |
| Instructional aids | 169 | 43.4 | 244 | 24.9 | 306 | 20.0 |
| Secretarial/clerical assistance | 36 | 9.2 | 115 | 11.8 | 182 | 11.9 |
| School calendar or year | 252 | 64.8 | 441 | 45.1 | 897 | 58.7 |
| Pupil progress reports | 19 | 4.9 | 69 | 7.0 | 100 | 6.5 |
| Extracurricular activities | 131 | 33.7 | 209 | 21.4 | 292 | 19.1 |
| Parent-teacher conferences | 94 | 24.2 | 200 | 20.4 | 466 | 30.5 |
| Integration | 116 | 29.8 | 19 | 1.9 | 60 | 3.9 |
| Personnel Policies and Practices | | | | | | |
| Individual contracts | 184 | 47.3 | 108 | 11.0 | 364 | 23.8 |
| Teaching hours or day | 194 | 51.2 | 513 | 52.5 | 819 | 53.6 |
| Teaching load/class schedule | 192 | 49.4 | 429 | 50.3 | 654 | 42.8 |
| Subject area assignment | 242 | 62.2 | 517 | 52.9 | 695 | 45.5 |
| Special education assignment | 43 | 11.0 | 269 | 27.5 | 354 | 23.2 |
| Hours before and after class | 153 | 39.3 | 425 | 43.4 | 606 | 39.6 |
| Duty-free planning periods | 211 | 54.2 | 509 | 52.0 | 805 | 52.7 |
| Duty-free lunch period (elementary) | 237 | 60.9 | 584 | 59.7 | 884 | 57.8 |
| Duty-free lunch period (secondary) | 222 | 57.1 | 575 | 58.8 | 852 | 55.7 |
| Non-classroom service duties | 187 | 48.1 | 421 | 43.0 | 617 | 40.4 |
| Promotions | 242 | 62.2 | 463 | 47.3 | 703 | 46.0 |
| Professional growth/inservice training | 112 | 28.8 | 513 | 52.5 | 754 | 49.3 |
| Regular teacher meetings | 131 | 33.7 | 373 | 38.1 | 720 | 47.1 |
| Transfers | 261 | 67.1 | 558 | 57.1 | 886 | 57.9 |
| Dismissal and resignation | 114 | 29.3 | 157 | 16.1 | 358 | 23.4 |
| Grievance procedure | 347 | 89.2 | 889 | 90.9 | 1,362 | 89.1 |
| Binding arbitration | 130 | 33.4 | 398 | 40.7 | 672 | 44.0 |
| Code of ethics | 133 | 34.2 | 298 | 30.5 | 346 | 22.6 |
| Teacher reprimand | 157 | 40.4 | 342 | 35.0 | 521 | 34.1 |
| Teacher protection/pupil discipline | 230 | 59.1 | 589 | 60.2 | 824 | 53.9 |
| Personnel file | 173 | 44.5 | 575 | 58.8 | 749 | 49.0 |

TABLE 3 (Continued)
NUMBER AND PERCENT OF COMPREHENSIVE ELEMENTARY AND SECONDARY AGREEMENTS BY TYPE OF PROVISION, 1966-67, 1968-69 AND 1970-71

| Items | 1966-67 Number of agreements | 1966-67 Percent | 1968-69 Number of agreements | 1968-69 Percent | 1970-71 Number of agreements | 1970-71 Percent |
|---|---|---|---|---|---|---|
| Damaged/stolen property reimbursements | 133 | 34.2 | 238 | 24.3 | 307 | 20.1 |
| Teacher evaluation procedures | 241 | 62.0 | 595 | 60.8 | 884 | 57.8 |
| Teacher facilities | 212 | 54.5 | 506 | 51.7 | 690 | 45.1 |
| Substitute teachers | 57 | 14.6 | 442 | 45.2 | 580 | 37.9 |
| Salary | | | | | | |
| Salary schedule | 357 | 91.8 | 951 | 97.2 | 1,393 | 91.1 |
| Credit for prior experience | 261 | 67.1 | 606 | 62.0 | 1,080 | 70.6 |
| Professional preparation increments | 352 | 90.5 | 773 | 79.0 | 936 | 61.2 |
| Extra-duty pay | 277 | 71.2 | 793 | 81.1 | 1,130 | 73.9 |
| Over-time pay | 111 | 28.5 | 282 | 28.8 | 365 | 23.9 |
| Other than full-time pay | 112 | 28.8 | 179 | 18.3 | 244 | 16.0 |
| Pay period | 111 | 28.5 | 396 | 40.5 | 758 | 49.6 |
| Fringe Benefits | | | | | | |
| Tuition reimbursement | 97 | 24.9 | 238 | 24.3 | 489 | 32.0 |
| Health services | 46 | 11.8 | 19 | 1.9 | 34 | 2.2 |
| Terminal leave/severence pay | 106 | 27.2 | 263 | 26.9 | 351 | 23.0 |
| Travel allowance | 93 | 23.9 | 264 | 27.0 | 297 | 10.4 |
| Professional dues | 1 | 0.3 | 3 | 0.3 | 7 | 0.5 |
| Health insurance | 231 | 59.4 | 712 | 72.8 | 1,326 | 86.7 |
| Liability insurance | 96 | 24.7 | 79 | 8.1 | 138 | 9.0 |
| Life insurance | 52 | 13.4 | 103 | 10.5 | 532 | 34.8 |
| Workmen's compensation | 26 | 6.7 | 374 | 38.2 | 475 | 31.1 |
| Income protection | 52 | 13.4 | 100 | 10.2 | 168 | 11.0 |
| Pension/retirement | 7 | 1.8 | 41 | 4.2 | 40 | 2.6 |
| Tax-sheltered annuity | 57 | 14.7 | 283 | 28.9 | 411 | 26.9 |
| Sick leave | 313 | 80.5 | 885 | 90.5 | 1,339 | 87.6 |
| Sabbatical leave | 126 | 32.4 | 563 | 57.6 | 920 | 60.2 |
| Bereavement leave | 142 | 36.5 | 698 | 71.4 | 1,125 | 73.6 |
| Personal business leave | 169 | 43.4 | 783 | 80.1 | 1,243 | 81.3 |
| Political/public office leave | 99 | 25.4 | 190 | 19.4 | 260 | 17.0 |
| Exchange teaching leave | 39 | 10.0 | 209 | 21.4 | 408 | 26.7 |
| Peace Corps | 92 | 23.6 | 274 | 28.0 | 437 | 28.6 |
| Maternity leave | 233 | 59.9 | 660 | 67.5 | 1,051 | 68.7 |
| Military leave | 193 | 49.6 | 504 | 51.5 | 554 | 36.2 |

Source: NEA Research Division

# *Education and Social Survival*

George W. Bonham

The subject before you at this meeting – that of faculty collective bargaining – is an exceedingly vexing one, and I shall skirt it with all the agility at my command. The topic contains within it the sort of historical inevitability which characterize an increasing number of social phenomena. And while you and I deal in our daily lives with the hard substance of a whole host of such complex issues, I am, for myself, just as fascinated with their causality as much as with the facts themselves.

From my own vantage point as editor of a national magazine of opinion, I am frequently struck by the wide gaps between what commands people's imagination and time and what would seem to be ultimately important. One is often intrigued by the question of whether much of what possesses them at the moment will indeed still matter very much ten years hence. One of the modern dilemmas for most of us is that we really no longer know what may be ultimately important and what may not, since so many of the answers we develop today tend to turn into new questions tomorrow.

My purpose here this evening is not to shed new light on faculty collective bargaining, which I could not do even if I tried, but to share with you some thoughts on the future of educators, and more important still, on their future as civilized human beings, concerned as they are not only with the continuity of the academic process but also with life in this culture and the world beyond.

I come to these thoughts not because of any special literary or intellectual insights, but because I am increasingly worried about our inability, in American education as well as in our other important enterprises, to separate matters of long-term significance from those of more transitional value. I do not charge wholesale myopia, because our crisis-ridden lives most often prevent the kind of self-searching analysis of where we are and where we are heading. The difficulties are made no easier by our awareness that this fresh discontinuity of life is now constant and omnipresent.

We see in each of our lives this very special sense of the new unknown, which frightens some men and paralyzes them, while others take refuge in often mindless tasks of structuring daily lives which bear as much resemblance to

yesterday as possible and hopefully to tomorrow as well. Several weeks ago I found myself in deep discussion with one of our most prominent university presidents. He was beginning to fear his nights, he told me, since he was given to waking up in the dark silence and wondering what tomorrow might hold for him. It was, he said, no longer a life that he could cherish, the uncertainties being so pressing; a life which had always posed for him, up to recently, the challenge of an extremely complex administrative assignment.

But increasingly, academic matters are overcome by events. I recall a series of innovation conferences which were conducted throughout the country in the mid-sixties, and I wondered at one particular session how so many men and women could spend endless hours talking about the 4-1-4 calendar and microteaching, while at that moment Martin Luther King was marching in Selma. Then, several years later, while attending an innovation conference at Dartmouth College, Martin Luther King was assassinated, and our discussion on new forms of learning seemed somehow particularly hollow and almost obscene to continue at that moment in time. And I am reminded of how long a road we have traveled in these short and bitter years and how, at this very moment, people in Paris are preparing for what might be the final round of negotiations which will bring us peace at last, and how, this event, too, will affect our lives as educators and social servants.

I would hope that the cessation of hostilities in Vietnam will not return our colleges and universities to business as usual, for this is no longer possible. For the principal dilemma of higher education now far pervades that of campus politization and the collapse of our ivied walls. We now find ourselves considerably beyond that point in time, and the pressures which are likely to be exerted on our education system are likely to be even more profound, more ideological, and more long-term.

I am talking about two enormously important challenges to the social order, much of which must inevitably be coped with in our schools and our colleges. I am talking about the prospects for an egalitarian social order and the vanishing of a meritocratic society, and the prospects for a no-growth society, in which only a finely balanced world ecosystem might avert disaster a few generations hence. How do we educate for these quite revolutionary prospects?

America's great social programs under Presidents Kennedy and Johnson led to new social assumptions under which the notion of a goal of total equality of opportunity would become a constitutional right of every American citizen. Under these humanely noble programs, this new populist notion assumed that, given an equal opportunity to achieve, Americans of whatever disadvantaged background would end up with an equal crack at the American pie. Under the great social programs of the sixties, we commonly assumed that an extension of education to all who wanted to avail themselves of such educational opportunities would provide that new social breakthrough that seemed more difficult to achieve in our communities, in the industrial area, and in our social relations. Technical skills, we knew, were an essential prerequisite to survival in modern

America, and we also knew that income was substantially enhanced by a college education. A social investment in a four-year college education, one was told, would return to society around thirteen percent in terms of increased productivity by the college graduate throughout his lifetime. So the enormous investments which this country made in its postwar years in establishing a vast system of 2500 campuses had the twin objective of enhancing human capital for the nation as a whole, and to use education as the most promising springboard for millions of Americans who had traditionally been left out of the economic and social mainstream.

But towards the latter part of the sixties, we moved into a brand new debate of equally profound proportions. This was the new populist notion that it was not enough to equalize opportunities, but that what still had to happen was the further equalization of pay-offs. It was not enough, in other words, to have open-admission campuses, and that merit was no longer to be the prime consideration of the academic right of passage.

I believe that this profound change in social expectations, whose battlegrounds have been so primarily the universities, is yet too little understood in adequate perspectives. These profound changes have meant, it seems to me, a transformation of the university from a former instrument of a social status symbol to an arbiter of class position, to a vehicle of social processing, in which, for many institutions, its basic and most fundamental purposes of learning and the testing of one's mind largely evaporate.

We are beginning to see this transformation now: To regard our colleges and universities as basically selecting mechanisms is no longer a popular concept. And those voices who speak out for the preservation of quality of education and intellectual sanity may, rightly or wrongly, be accused of some outmoded traditionalisms or, at worst, as outright racists or academic troglodytes. I cannot imagine why this vastly important debate over the uses of merit has gotten as little serious discussion among thoughtful educators as it has. The point is that it has not. If meritocracy is related to intelligence, as it is in this country, and since the uses of intelligence have come under a heavy barrage of fire, I cannot imagine why so many professional educators are ducking these issues.

We cannot, after all, have it both ways: We cannot hold to old and ancient notions of the uses of intellect in learning and at the same time opt for an ever and ever larger system of higher education, where all who wish to enter do so enter, and where it is now more or less understood that what really matters is not what happens between entry and exit. What matters is the certification which stamps people as equal upon graduation. But is this really true?

*Change* Magazine's editorial policy has been frequently criticized for its stand against the uncontrolled growth of higher education. This position comes not out of elitist fantasies, but out of a knowledge that the schools will never perform the social miracles which much of America expects them to, and furthermore, that the education system in its present state has gathered a very large momentum of self-interest in continued growth, quite separate from its function as a social invention.

This messianic enthusiasm for education for its own ends, to which educators have so heavily contributed, when combined with this very fundamental new appraisal of the uses of schooling, brings us to a junction point which seems to me terribly important to debate and to analyze. We have produced innumerable research studies to show that the college experience, with the exception of a few campuses, changes people very little in terms of basic intellectual and social aptitudes. In the lower schools, the evidence is even more striking. We are all acquainted, I am sure, with James Coleman's massive research study of 4,000 schools and 600,000 school children, which showed that schooling had little effect on raising achievement or reducing the learning gaps between black and white children. Christopher Jencks' study on inequality, which has just been published, uses these same data to push further the notion that equality will never be achieved by the schools alone. While I cannot agree with Mr. Jencks on some of his conclusions turned social philosophy, I have little doubt that he starts from a data base which is solid and factual.

Jencks' social prescriptions will be debated for some time. He writes that:

> instead of trying to reduce people's capacity to gain a competitive advantage to one another, we will have to change the rules of the game so as to reduce the rewards of competitive success and the cost of failure. Instead of trying to make everybody equally lucky or equally good at his job, we will have to devise "insurance" systems which neutralize the effects of luck, and income sharing systems which break the link between vocational success and living standards.

In other words, Jencks says, if the schools cannot do the job of social equalization, let governmental intervention pick up this task.

This fresh claim for group rights – whether it be the poor, the ethnics, the blacks, or women – against the principle of individualism, is a conflict which I believe will heavily engage our attention on the campuses from here on out. This issue of meritocracy as an undemocratic device will not only be widely debated as a profound social issue, but I believe will also become a decision-making point in terms of which campuses will perform what functions. I hope that we will not show disdain for these new social demands for socio-economic parity by rejecting our schools and colleges as a place where some of this equalizing may take place. On the other hand, we will always need those institutions where meritocracy provides an appropriate environment for scholarship and the cultivation of achievement. What we must soon determine as national policy is to decide which institution will do what, and agree that not all institutions can accomplish all social ends at the same time.

This will be far less difficult, I believe, than making the distinction between first and second-class institutions, where first-class means class education and where mass education means second-class. But until we learn that the human development of each person, whether he or she be a mechanic, a truck driver, or a nuclear physicist, is equal in social purpose, we will never in education

surmount these fundamental conflicts between serving High Culture and an increasingly egalitarian society at the same time. Falling thus between two stools, I believe that many of our campuses stand in dire threat of total extinction as viable social institutions.

While I have often thought that IQ measurements were only too often used as the academic bitch goddess of success, I believe that another quotient, of individual moral standing, must emerge as a far more vital companion measure of life and learning. Dr. Dennis Gabor, a Nobel laureate, in a recent book he entitled *The Mature Society*, calls this moral measure EQ, or Ethical Quotient. Dr. Gabor says:

> Although the demand for intelligence is increasing, it is by no means certain that it will continue to do so for more than perhaps one generation, except in the top brackets. During the technological revolution, intelligence became indispensable for production. It may be of equal importance in the future, but for a different reason: In order to understand our civilization and to be at peace with it.

Dr. Gabor considers this Ethical Quotient of no less importance, and in fact essential to human beings, both in terms of predictability of educational needs as well as of later vocational success.

> When we measure human types, the "dedicated nurse" with the average intelligence but high EQ, the "dedicated physician" with high IQ and EQ, and two low-EQ types, the "master criminal" and "moronic criminal", we realize that a civilized society would hardly be possible without a strong correlation between intelligence and ethos.

Having just returned from Europe last week, I might report to you an observation of a prominent British academic about his recent visitations to American campuses. And while this particular observation has to do with dogs, it *does* relate to my discussion of the Ethical Quotient. My friend was consistently fascinated by the preponderance of dogs on many American campuses. At Santa Barbara, he said, he was told that 14,000 students maintained something like 700 dogs. Despite administrative warnings to the contrary, these 700 dogs were having daily meetings on the quadrangle, waiting for their owners to come out of the lecture halls. Then, at another university in Michigan, he commented to his hosts on how few dogs there were. "Ah," he was told, "there were lots of them earlier in the year. But when the students went away in the summer quite a few left their dogs, often in locked rooms without food and water. Some were left in the dorms on isolated parts of the campus, which were not cleaned for several weeks, and when found were already dead or dying."

I cite this scholar's observation not as a charge against student morality, which it is not, but as an example of how wide the gaps are with so many of us

between the celebration of the mind and the celebration of our hearts and sense of private morality.

The social uses of moral education, of course, have been debated among educators since Harvard's founding in 1636, but I do not believe that the social imperatives for assuring a moral quotient in our educational experience have ever been more urgent than today. To live on this planet, in increasingly close quarters with a vast humanity, with a prospective future of increased enforced and nonproductive labor, and in some state of no-growth equilibrium, *without* such moral force seems to me unthinkable. I would advocate that every thoughtful educator read the recent report of the Club of Rome on the prospects for mankind. One need not take each detail literally (although I am tempted to) to see that our present education in no way prepares us for life which will at best be a struggle by present measurements and, at worst, a catastrophe. Professor Jay W. Forrester of MIT ran a series of highly sophisticated computer simulations, as you will recall, of economic and social world systems, with the results that every computer run to the year 2100 points to a catastrophe in under one hundred years, by exhaustion of nature coupled with increased pollution. The computer runs which lead to a stable ecosystem would be totally unpopular and probably unacceptable under our social philosophy. One possible avoidance course suggests an *immediate* reduction of capital investments by 40 percent, our birth rate by 50 percent, natural resource uses by 75 percent and food production by 20 percent. We are, obviously, very far removed from such a course.

Our students, while themselves confused on the issues which could impel us to this point of catastrophe, have the right instincts, and I think it is time that we prepare ourselves for a world where one is educated not towards the accumulation of massive material goods, but for a strong social consciousness, without which this society may soon sink into irrevocable bankruptcy and oblivion.

Can we in fact achieve this necessary mutation of man? I do not know, but I think it must be quite evident to the more sensitive among us that the way out of our present morass is not to do more of the same, but to extend human possibilities by working towards more liberated learning environments where social inventiveness becomes the core of human learning, and where moral suasion is as highly merited as cold intellectuality. We need both, of course, but we need them desperately together, one enhancing the other.

I believe that there are a growing number of educators who are beginning to grope, once again, for a new synthesis between education and a life to prepare for an untold new order. I was astonished, for example, in the enthusiastic reception given to a recent proposal in *Change* Magazine by Dr. Earl McGrath of Temple University to bring back general education, which dominated discussions in education a quarter century ago. In his recent *Change* piece, Dr. McGrath called for a national study group, possibly a President's Commission, to do the following: First, to assess the purposes of American society and to suggest a redirection of efforts where dictated by serious thought. Second, to define more

clearly the relationship between these social goals and the character and quality of higher education. Third, to identify and to embody in a program of general education the knowledge, the skills and the traits of behavior which education ought to cultivate as a basis for a sound and advancing culture aimed at the elevation of the quality of our common life. I am now glad to say that such a study group now looms as a distinct possibility

In all my remarks this evening, you will have noticed that I have said nothing at all about reform and innovation in education in terms with which we are familiar. You surely expected me to comment on the work of the Carnegie Commission and Frank Newman's federal task force, or at least pass off some provocative remarks about Affirmative Action or state-wide coordination. These are all important matters. But I shall not apologize for talking tonight about some of these other issues which keep many people awake these nights, and which, if not resolved by leaders throughout this nation, will make all of our other dilemmas quite beside the point.

We live in a very rich nation. But is it not heart-rending to know that, in some very crucial facets of our national life, we are less rich today than we were yesterday, and we will be poorer still tomorrow? And is it not difficult to accept as educators this diminishment of life, this fall from sanity and social fabric and Mozartian man, and is it not enormously frustrating how little the colleges and universities seem to be able to reverse this trend?

But before this disenchantment with our schools becomes universal, let me remind you that our institutions of higher learning are not the only victims of this erosion of moral authority. And while prospects for a return to the primacy of the university are not at hand, I am pleading for greater attention by all of us to some of these ultimate questions of mankind. With the schools' fall from grace, I do believe that it will now be more possible to deal with educational questions and efficacy with greater honesty. History is on our side, and all the present signs point to an increasingly urgent need to provide people with inner resources – moral, intellectual and emotional – which will help people cope with life in the postindustrial era. It is well for us to remember, I think, that to learn is to live, and to be ignorant is to die before our time. This recognition of learning as an essential act of living will see us through, I am myself convinced, to a new level of social awareness in which education and social survival will stand in symbiotic relationship to the happiness of Man.

# *Panel: Unionization and Campus Governance*

Israel Kugler

Allen T. Bonnell

Robert F. Pickard

Edward J. Bloustein

90/91

# *A New Relationship*

Israel Kugler

One may broadly define governance in colleges and universities as the conduct of the affairs of the institution. In origin, governance of a university was largely self-governance by the teaching faculty through its guild and in some instances shared with the students.

In the United States, the growth of the university from the early days of Harvard as a theological school has paralleled and encompassed the growth and development of the business corporation. It was not too long before every college and university had a board of directors. Directly responsible to this board was the chief executive officer, the president, and below him, the deans.

This has all been legitimized by state departments of education which grant governance charters to these Boards. Perhaps the growth and complexity of higher educational institutions made this development inevitable. The fact is that the legal authority in college and university governance is the Board and its chief agent the college president.

However, the complexity of our colleges and the proliferation and specialization of areas of knowledge have resulted in the responsible authorities – lay in nature – being surrounded by professional scholars involved directly in the teaching-learning process, a chief mission of the institution.

Inevitably, conflicts arose and specialized interests were asserted. Intramural mechanisms of governance were developed ranging from college-wide senates and councils to departments. There was one common denominator among all of these mechanisms and that is that the authority they had was purely advisory and recommendatory. The authority was on a tether, the length of which depended on a number of variables such as politics, finance, overage or shortage of key personnel, etc.

Collective bargaining affects governance in a decidedly different manner. It is not advisory or recommendatory. The process leads to an agreement which is binding on both sides; superior in authority to the policies and by-laws of the Board of Trustees on the one hand and superior to individual contracts and arrangements made by faculty members on the other.

A secret ballot election determines the status of an organization as the exclusive representative of the faculty to enter into a binding agreement with the Board of Trustees and its administrative agents on terms and conditions of employment, compensation and the processing of grievances.

One of the most profound challenges to collegiate governance is the necessity of harmonizing the professional control of entry and retention of the faculty and the concern of the union for job security and due process. The union has no desire to emulate industrial practice by insisting on the "closed shop" (where a pre-condition for employment is union membership) or the "union shop" (where retention after a short period of time is contingent, in part, on union membership). While the relationship may be unstable and carry with it some degree of conflict of interest, we firmly believe that the selection of personnel, their evaluation for retention, promotion and tenure is a function of the department. We openly state that the department chairman should be elected with the franchise in the form of secret ballot extended to all department members. We also contend that the key individuals involved in the department's personnel practice should also be elected by this same franchise.

University administrations, while pointing the accusing finger at the union for introducing the "industrial model," are quite insistent in converting the elected department chairman into a department manager as an arm of the administration to be appointed by the college president.

It is *not* the union which wishes to decide the questions of reappointment, promotion and tenure. The union seeks to establish in the contract that these actions are connected with the academic due process. Certainly one who believes that the univeristy or college should be dedicated to the search for the truth in a democratic society would not be opposed to a grievance procedure ending in binding impartial arbitration where allegations of arbitrary, capricious, or discriminatory actions are properly adjudicated.

Because the union on campus is made up of professional practitioners, it is concerned with the maintenance of quality standards in workload, performance and compensation. It is on guard against the misuse of "productivity" in these days of budgetary stringency, and in the case of public institutions, burgeoning enrollments as well.

We agree, therefore, with the Carnegie Commission's recent report that higher education is a live performance, which unlike industry, cannot overcome its higher overhead by increased mass production of units. Indeed, an assembly line approach will and has resulted in a mass drop-out rate of entering students, more of whom are academically average if not severely deficient. Students, more than ever, cannot be left on their own to pursue independent study. They must have individualized attention in manageable classes.

The union does not seek to retain incompetents. On the contrary, it insists on rigorous search, selection and evaluation procedures designed to aid the new staff member by pointing out remediable deficiencies. For those who do not pass muster as a result of this evaluation, non-reappointment is justified. This

must, however, be an open process to the affected staff member. He is entitled to know the reasons for personnel action if he wishes to hazard the results of disclosure.

The faculty member who works hard and performs creditably in accordance with an evaluation procedure expects to be reappointed. The university administrations not only refuse to give any reasons for non-reappointment, but also add that no matter how well a faculty member performs, he may be replaced by someone "better." Needless to state, anyone of us may be replaced by someone "better".

The probationary period prior to the granting of tenure, varying from five to seven years, is by comparative standards extraordinarily long. During this time the burden of proof is on the faculty member. Due process and academic freedom extended to him does *not* mean "instant tenure."

Tenure[1] is a state where the burden of proof for termination is on the university administration. It is not a life-time claim on a job. It simply means that termination for incompetence or neglect of duty requires the presentation of charges and then proof before an impartial tribunal. In the event of financial exigency it means that seniority within area of competence must govern lay-off of tenured personnel.

For the professional staff, compensation must reflect the life-style of professional practitioners. We fail to see why college teaching must lag behind the other professions, and even the skilled trades.

Collective bargaining and unions of professors are, therefore, *not* antithetical to college governance. It is a new form of such governance which seeks to strike a balance with some of the older forms. It is different in one important respect which deserves reiteration. Collective bargaining is not an adversary process. It is, rather, a means of compromise in governance – shared authority.

The existence of a fair grievance procedure – the heart of any agreement – has a potential salutary effect on the institution. It assures all faculty members that they can state and write what they regard as their honest convictions in a department or faculty meeting without the fear of reprisal in terms of reappointment, promotion and tenure. Such honesty makes for a dynamic and innovative institution.

Unfortunately, too many administrators look upon collective bargaining as an adversary relationship. To be sure differences will exist and some of them will be frictional and heated. If administrators recognize that the process is one of compromise, the resultant agreement will be a charter representing a new relationship in higher education. Paradoxically, this new relationship is in the spirit of the very origins of higher education – universitas.

[1] The New York State Board of Regents has recently described tenure as a state which ". . . should be contracted when both faculty member and administration have sufficient confidence in each other." There is no more clear-cut example of a patronizing attitude.

# *A Tripartite System*

Allen T. Bonnell

This is a case study of governance at a community college and the manner in which unionism impacted on it. By way of background, here are some characteristics of community colleges which have an important bearing on governance.

Community colleges are multi-purpose institutions. They are so brand new that the name began to appear in the general literature only in the 1940's. They have no real traditions. Regarding faculties, it is hard to "borrow" experienced faculty from other institutions when from 50 to 75 new community colleges are being created each year. There is no one from whom to "borrow" and there is no large number of people with community college backgrounds to draw upon. Not until quite recently have special training programs been developed in the graduate schools of education to meet the multi-purpose needs of the community colleges.

We have, therefore, drawn upon industry and the professions for about half of our personnel. We have also gone to the graduate schools and picked up young people working on their doctorates. While many community colleges have recruited their teachers from the secondary schools, we have resisted that temptation in Philadelphia because the teachers are so desperately needed there. When faculty are brought in from industry and the professions, they have little experience in participation in typical academic governance. On the other hand, when younger faculty are brought in from the graduate schools, because of the frustrations they have experienced there waiting their turn to get into the power structure, they arrive on the community college campus eager and impatient to get on with the job of running the place.

Community colleges, while sometimes developed in suburban settings, are for the larger part serving the populations of the urban industrial centers. Unfortunately, the urban industrial center has many gravitational pulls that take students and faculty away from the campus, not the least of which is the pull of the suburbs at 5 p.m. when people want to go home.

Another characteristic of community colleges is that they have all started from scratch, and have been under severe pressure to get on with the job of

meeting educational needs which have accumulated over the decades. Community college educators, charged with the task of getting on with the job, are human – they tend to follow the path of least resistance when they first start. Once a president is charged with the task of getting a college on the road, the simplest thing for him to do is to copy the colleges that are already in existence, particularly if part of the charge is to develop college-parallel programs so that students can transfer to baccalaureate institutions at the end of two years. This is precisely what happens in most of the community colleges.

Finally, while I would like some research done on the observation I am about to make, I would make a modest wager that my conclusions are correct. By structuring community college programs at the very beginning along the traditional liberal arts lines, by insisting that we develop communications skills, and by developing a curriculum which requires every student to take four semesters of English in some form or another, we build into the community college structure a most unique phenomenon – a concentration of power in one department. By requiring English of all students, whether they are in technological or college parallel curricula, some 25 percent of the faculty on each community college campus are affiliated with the English department. This is a fact of life to which I shall refer later.

I reported for duty at Community College of Philadelphia on an appropriate day, April Fools Day, 1965. My charge was to have a college operating by September 1, 1965. For 24 hours, at least, I had the best sinecure that I have ever enjoyed with no faculty, no students, no money, no buildings and no alumni. We were not able to get into the building that we were to use, an old eight-story department store, until May 15, so we had only three and a half months to renovate it. When classes opened in September 1965, we actually had workmen in the classrooms, occasionally participating in the discussions.

Thereafter, we grew by quantum jumps to our present frozen state in terms of student numbers. The first year we had 1200 students, the second year 3200, the third year 4800, and the fourth year 6000, which represented the capacity of our facilities. We are operating with about 95 percent usage of available space. We do have a second campus in the offing, but it will not open until September 1973.

I think you can appreciate that when a President is charged to start a college in less than five months and he has no faculty on board with whom to consult, he must occasionally make administrative decisions – and make them fast. The same is true in the successive years when the college is expanding by quantum jumps. Nevertheless, our faculty was hardly aboard before, because of the interest many of the young teachers had in "getting a piece of the action," they organized to create their first faculty organization.

They described what they were trying to do as "organizing" the faculty. I felt that was a most unfortunate choice of words, but organizing has a variety of connotations. What they really did was structure themselves, by way of a constitution, for participation in the governance of our burgeoning college. They

had such enthusiasm, however, that they overshot the mark. When they had finished their constitution, they had defined who the Faculty were, provided for the election of a President of the Faculty, and provided for the setting up of all of the committees which they wanted to run the college, prescribing that only full-time teachers were eligible to be committee members.

After looking at the teachers' Constitution, the Board of Trustees was quick to remind them of certain facts of academic life: First, that the Board's appointed President was the chief educational officer and it did not seem wise to have two presidents of the Faculty operating on the same campus; second, with only faculty members on committees, the only way to have an input of current information would be to subpoena administrators to provide the facts necessary for deliberations; and third, it was the prerogative of the Board of Trustees to designate who were "faculty." The Board stated that it considered the President, the deans, and other administrative officers to be "faculty."

After a series of discussions there evolved a concept of a General Faculty which included administrators and teachers. The committees, which the draft constitution had originally reserved for full-time members of the teaching staff, were redefined as committees of the General Faculty. Both administrators and teachers were to serve on these committees, but the majority were to be teachers.

What had been identified as the Constitution of the Faculty became the Constitution of the Teaching Faculty Organization. That Constitution provided for a representative body, the Teaching Faculty Council. It was agreed that all of the reports of the standing committees of the General Faculty should be channelled by way of that Council so that the teaching faculty consensus could be tested. Then reports and recommendations were to be passed on to the President for implementation. Arrangements were made for a monthly meeting of the General Faculty. This was not a deliberative or legislative body. Meetings simply provided an opportunity for committee chairmen to make status reports and for general information to be shared with all teachers and administrators. The real action, in terms of governance, was in the committees of the General Faculty whose reports were forwarded to the President via the Teaching Faculty Council. There was also set up a freestanding professional standards committee which concerned itself with the matters of appointments, conditions of appointment, and the evaluation of personnel for promotions and retention. This committee was appointed by the President.

In the early days, this structure of governance actually worked quite well. This does not mean that everyone was happy with it or that there was always complete consensus on the part of the teachers and the administrators. We found, for example, that the Teaching Faculty Council tended to be dominated by fairly small groups of teachers. The Constitution of the Teaching Faculty Organization (TFO) provided on the one hand for a popularly elected TFO President, and on the other for a Chairman of the Teaching Faculty Council. Those two officers sometimes held different points of view on college issues. Consequently there was a move within the Teaching Faculty Organization to

change the Constitution to eliminate the President of the Teaching Faculty Organization and to establish a single representative body called a Teaching Faculty Senate. The Teaching Faculty Senate elected its own Chairman who became the only officer of the teaching faculty authorized to confer with the administration. When the Constitution was changed, provision was made for a grievance committee and a salary committee, both operating within the Senate enclave.

By the spring of 1969 when the teachers established their Senate, there was already some evidence of union activity on campus. This was probably inevitable in Philadelphia where the American Federation of Teachers was already entrenched in the public schools. There was plenty of opportunity for exposure to union activity and evidence of the growing interest in unionization manifested itself in many ways and particularly where there were disagreements between teachers and the trustees and administrators on matters of policy. As on any normal campus, there was always the temptation for teachers to say, "If you don't decide this issue the way we want it, we'll get a union!"

In October 1969, an issue arose in which the Board was clearly pitted against an articulate segment of the faculty. I referred earlier in my remarks to the built-in strength of any community college English department. The first President of the Teaching Faculty Organization and the Chairman of the Teaching Faculty Senate were members of that department (as is the current Co-chairman of the Faculty Federation, which is a local branch of the AFT). The issue which brought the union out into the open was, of all things, the famous October 15, 1969 Moratorium. We have an extremely liberal Board. When the October 15th Moratorium was brewing, the trustees announced that they respected the consciences of individuals. Therefore, if individual teachers intended to observe the Moratorium by talking about matters of peace in the classroom, so be it. However, the Board stated that it did not intend to take a College position with respect to the Moratorium, to close the College, or to send College delegations off to a variety of off-campus events.

In the General Faculty meeting, a member of the English department (who was also the Chairman of the Teaching Faculty Senate) moved that the General Faculty adopt a resolution establishing a College position with respect to the Moratorium. The Provost, who was presiding at that time, declared the motion out of order and did not allow the Resolution to come to a vote since the General Faculty meeting was neither a deliberative nor a policy making body. The Provost apprised those present at the meeting of the policy position already established by the Board of Trustees. From that point on the teachers bent on unionizing had an excuse and a battle cry – "oppression." One thing led to another, and by mid-December 1969, the Board received a request from the teachers for representation by the AFT.

Our Board has nothing against unions – indeed, the state secretary of the AFL-CIO is a member of the Board of Trustees. The Trustees stated that the College was prepared to start talks and reminded the teachers that the bargaining

unit membership had to be determined before negotiations could begin. We talked for four months on the subject of unit inclusion and almost had a strike on the subject of whether or not department heads should be members of the unit. After an all-night session on the eve of a threatened "strike" in March 1970, we finally compromised with an agreement that, while department heads would not be members of the bargaining unit, we would have a sidebar discussion with the union regarding the role and responsibilities of department heads.

An AAA (American Arbitration Association) sponsored election was held shortly thereafter and it was confirmed that a majority of the teachers, departmental assistants, counselors, and librarians wished to be represented in collective bargaining by Local 2026 of the American Federation of Teachers. We began formal collective bargaining shortly thereafter. At the time we began bargaining, a new act was pending in the Pennsylvania legislature which would ultimately define the ground rules for legal strikes and for general collective bargaining by public employees. Unfortunately, we did not have the benefit of the Pennsylvania Public Employees Relations Act – Act 195 – during the early part of our negotiations.

It may be of interest that, in preparation for the strike over the question of unit membership, our teachers actively enlisted the support of students. When the faculty did not go on strike, because we had reached a compromise, the students went on strike because they felt the faculty had "copped out." The students, striking against the administration, organized a sit-in, whereupon the faculty, in order to save face, announced that they would support the student strike. For several days we experienced an exciting brouhaha.

Out of discussions with the students during their sit-in, however, came a concept which is reflected in our collective bargaining agreement. The Board, from the outset, had been favorably inclined toward some form of student participation in governance. In contrast, on two occasions when students had asked to attend General Faculty meetings, the General Faculty had voted negatively. During the student strike and sit-in the Board agreed to establish a special committee – an All-College Committee – composed of four trustees, four teachers, four administrators and four students. It was agreed that, in the interest of improving communications, the four parties would meet regularly to consider matters of mutual interest. Any matters involving policy decision would, of course, have to be referred to the Board of Trustees. The involvement of students was consistent with a pattern of campus governance that I had been impressed with and had recommended for consideration by the General Faculty in the late fall of 1969. The pattern involved tripartite campus committees in which administrators, students and teachers, represented in equal numbers, would have voice and vote and would pass recommendations up the line to another tripartite committee which would coordinate the work of all committees and forward final recommendations on to the administration and the Board. The concept was actually incorporated in our first contract which

was not signed until several strikes had occurred in the period September 1970 through mid-January in 1971.

Despite all of the advice we had gotten from the how-to-do-it negotiation kits we had read, the Board of Trustees ended up with many of the things in the contract which experts advise trustees to keep out – among them, governance. The first contract expired on August 31, 1972. We had started to negotiate the second contract in January 1972. It took ten and a half months of negotiation and a seven week strike before we came to agreement, just a few days ago, on the second contract. It is, happily, a three-year contract.

What I want to say about the new contract relates primarily to the pattern of institutional governance. It is mandated in the contract, under Article XXI, that "To utilize effectively the talents and expertise of all of the components of the college, there shall be an appropriate committee structure through which recommendations on policies and procedures will be channelled to the President and the Board." Seven standing committees are named which forward their reports via an institution-wide committee. On each of these committees, as well as on the institution-wide committee, are four teachers, four administrators and four students. Recommendations come to the President. If he does not accept and implement them, he can appear before the institution-wide committee to explain why he does not feel a particular recommendation ought to be implemented. If the institution-wide committee is not persuaded by the President, it can appeal to the Board of Trustees. The decision of the Board of Trustees is supposedly final. The procedure does give the faculty and the students access to the Board of Trustees in important areas in which they disagree with the administration and an opportunity to convince the Board that their point of view is the correct one. Thus far very few issues have been appealed to the Board of Trustees, but there are some interesting issues in prospect. In one issue that is pending the union has threatened to file a grievance and take the matter to arbitration if the Board upholds the President's decision.

In addition to assuring teachers (and students) of a right to participation in governance, the contract also assures teachers of an opportunity to participate in the planning of new campuses. They do not have the final decision, but they do have the right of input. Some curricular matters are also covered by the present contract, including such things as developmental education and curriculum advising.

Equally important, however, is what did not get into the new contract, because there are a number of issues related to governance which appear to be among the current goals of both the American Federation of Teachers and the National Education Association. The items that did not get into the contract may help to explain why we have just experienced a seven week strike.

The union sought, but did not get, a section under which no new Board policies could be introduced without prior agreement with the union. The union sought the right to select and recall all administrative officers. It wanted job

descriptions of administrative officers spelled out in the contract so if there were any changes in those descriptions they could be grieved. It wanted a limitation on the President's right to confer tenure. It wanted priority guaranteed to the academic users of any shared facilities, like the computer, which is used both for administrative and academic purposes. It wanted a guarantee that the final budget would be jointly agreed to by the Board and the union. It wanted the right to control and review any decisions made by the Board with respect to the planning and staffing of new campuses. It wanted the right to review and modify any proposed changes in institutional structure. And it wanted to give to the institution-wide committee powers beyond that of recommendation of policies and procedures.

What do we now have in a governance structure that is workable and usable? I am a perennial optimist. I think we still have the basis for working participation by all members of the College family. First, we have a good, clear statement that it is the Board that makes policy and it does have the final control. Second, we have a channel for the regular input and processing of ideas about every aspect of the College and that input can come from teachers, administrators and students. Finally, we have a guaranteed channel of appeal from the President's decisions to the Board of Trustees.

What are the problems that arise, despite the advantages of this structure of organization for governance? The first problem is the representation of constituencies on these committees. There is the perennial problem of getting an active student government which can send representatives to the committees. Students have not yet fully realized what an opportunity they have to influence the course of the development of their College. There is also the problem of getting full faculty participation because the contract clearly specifies that no person may be forced to serve on a committee. The result is that a fairly small group of people are actively involved. The union appoints faculty members to the committees. Despite the fact that there is a non-discrimination clause in the contract, persons who are not dues paying members of the union rarely get appointed as members of committees.

The most disturbing problem to me is an attitudinal one. The problem is manifested in the committee deliberations by the frequent use of caucuses by teachers and students (and occasional use by administrators) so that they can agree on their respective "party lines." I had hoped that members of committees, as individuals, would discuss issues on the table frankly and fully. Unfortunately, the members tend to operate as groups and individual expressions of opinion are at a premium. I could have wept the first time our institution-wide committee came to a significant issue and someone suggested "Let's caucus to see what the faculty, administration and students think of the matter!" Collegiality, which to me is predicated on a completely frank and free exchange of opinions on professional matters, is not, to my way of thinking, enhanced by the caucus procedure. Because of the use of the caucus, there is also a tendency toward block voting. There is also a tendency to try to manip-

ulate the students and I am not surprised when recommendations come to me which have been passed by an eight to four vote.

The institution-wide committee, instead of being the final body for testing consensus has shown a tendency to intervene in deliberations of other standing committees of the College. Up until the recent contract, which requires the institution-wide committee to forward the reports of standing committees to the President along with the IWC's recommendations, the IWC has forwarded only its own conclusions.

The process is slow. There is always the possibility that even if an issue is appealed to the Board of Trustees and the Board rules in favor of the President, the Board's decision may be grieved and forced to binding arbitration.

The guaranteed right for teacher participation in the planning of a new campus is, I think, fine. We want to use all the talent we have on Campus I in the planning of Campus II. The only problem is that Campus II is going to be run by people other than those sitting on Campus I, and it is possible that our present procedure may not only slow down the planning process but tie the hands of those who may be charged with responsibility for developing Campus II.

Like those young teachers who came into the fold in 1965, I too am getting a little impatient. I want to see us get on with the job. If I had my druthers, I would prefer a pattern of governance in which there was complete freedom on the part of students, teachers and administrators to sit down and share points of view without worrying about the fact that somebody in the back room could say "*THIS* is the way you've got to think." I can only hope that the new collective approach to the insurance of freedom of teachers on college campuses will not become an instrument for suppressing that freedom.

# *The Rhode Island Experience*

Robert F. Pickard

My focus will be a little different, because what has interested me the most has been the impact of two developing forces: a greatly changed system of overall governance of education in the State of Rhode Island and faculty organization and collective bargaining in higher education. It is the convergence of those two forces to which I would like to direct most of my attention.

Let me begin by briefly sketching the background of governance of public education in Rhode Island prior to the advent of the Board of Regents, as an aid to understanding our experience.

There were three postsecondary education institutions: The University of Rhode Island, the former Rhode Island State College, with undergraduate and graduate programs, research, service activities, a substantial Extension Division and a large residential student population; Rhode Island College, the former Rhode Island College of Education, with a four-year liberal arts curriculum, highly teacher-training oriented, with largely a commuter student body, and a substantial graduate program for teachers; and Rhode Island Junior College, relatively new, serving transfer students and terminal students with liberal arts, vocational and technical programs.

These were three separate and distinct institutions, each with its own President, administration and faculty but governed by a single Board of Trustees of State Colleges. The Board of Trustees was invested with the usual powers of a governing board – to hold title to all the property of the institutions, to appoint presidents, faculty and other employees, and to govern and control these institutions. The Board clearly had *administrative* powers with respect to each institution. It was also expected to coordinate the three institutions as a system of public higher education, although in practice the major role in that respect was played by the Governor and legislature – the Board itself felt that major changes in character or function of the institutions should be decided upon by the Governor and legislature.

Governance of each of the three institutions was through a combination of powers reserved to the Board and powers delegated by the Board to the President and faculty. The Board appointed the Presidents and faculty and

administrative personnel, fixed salaries, awarded degrees, granted tenure, created departments and approved the budget for presentation to the Governor and legislature. As to many of those powers, the Board largely ratified the recommendation of the President. Delegated powers included organization of the faculty, government of its functions as a faculty, assignment of the corporate duties of members of the faculty, admission requirements, nature and scope of the academic program within "general patterns" established by the Board, academic standards, academic and social discipline and the like.

Through the 1960's the three institutions enjoyed rapid growth, increased state appropriations, considerable physical expansion, and relative independence and autonomy to pursue their separate institutional goals as internally developed and generally approved by the Board.

The Board specifically endorsed academic freedom as codified in the joint statement by the AAUP and the Association of American Colleges.

A separate Board of Education with a Commissioner of Education and a typical state Department of Education had the usual supervisory, regulatory and judicial powers with respect to local school districts. Local school districts were governed by elected school committees. Financing of elementary and secondary education was through a combination of local property taxes, state funds through an equalization formula considered to be a model of its kind, and federal money.

Then came the Special Commission to Study the Entire Field of Education, appointed by the Governor and legislative leaders, which conducted extensive studies with consultant assistance and produced a substantial report, *Education in Rhode Island: A Plan for the Future* (June 1968).

The bulk of that report and of the consultant studies dealt with elementary and secondary education. A major reorganization was recommended, the principal feature of which was to be a single board to govern all education from cradle to grave and with sweeping powers, including the power to create subordinate agencies and boards and the power to consolidate and reorganize local school districts.

The idealistic view of the work of the Commission was to the effect that it would inaugurate a new system of education needed for a New Age, with education viewed as a continuum and with a planned and coordinated application of resources to the task.

The cynical view of the work of the Commission came in two parts. To devotees of local control in elementary and secondary education, it was a "state" plot to get rid of local control. To devotees of institutional autonomy in higher education, it was a plot to invade the inner sanctum. To both groups there was a considerable element of suspicion that "political" interference was involved.

In actually creating the Board of Regents for Education in 1969, the creators pulled back substantially from the full original proposal. Ironically, the retreat largely affected elementary and secondary education. The Board was not

given the power to consolidate or reorganize local school districts. In practical effect, as to elementary and secondary education, the Board was left with no powers of substance greater than those of the old Board of Education, save only the power to hire personnel for a "new" Department of Education without restrictions imposed by a state personnel office. The demonologists in higher education thus had their fears confirmed; the whole thing was aimed at the heart of higher education.

The Board of Regents for Education took office in 1969. A Commissioner of Education, the chief executive officer of the Board under the Act, was not hired until January 1971. In the interim, until June 30, 1970, the two former Boards remained in office carrying on their former functions in a sort of caretaker status by order of the Board of Regents. Effective at June 30, 1970, the two former Boards went out of office and the new Board set off alone.

Governance of higher education from June 30, 1970 to June 1971 was by a combination of the Board of Regents exercising many of the powers of the former Board of Trustees while also delegating certain powers in part to a so-called Agency for Higher Education, appointed by the Board of Regents, and in part to each President separately. In practice, the Agency acted, as such, on nothing of substance affecting a particular institution – any such decisions had to be bucked up to the Board. The Department of Education went along pretty much as it always had, lacking a Commissioner to head up the reorganization. In June 1971 the Commissioner was designated as the Agency for Higher Education, and an elaborate delegation distributed powers between the Board itself, the Commissioner as an Agency, and the Presidents.

In retrospect, it seems clear that the long dead period from appointment of the Board in 1969 to the spring of 1971, when the new Commissioner of Education was effectively at work, was fatal to any hopes which might have existed that unionization of the faculties could be avoided, and, if the long, dead period did not seal the victory for collective bargaining, the ensuing period, during which various actions and inactions of the Board were construed by the faculties, rightly or wrongly, as threatening to their status, finished the job.

Among other things, the first budget which the new Board of Regents adopted itself incorporated faculty salary increases which were substantially lower than those the faculties felt they were entitled to. There were substantial discussions and meetings with the Board of Regents questioning various elements of the budget which the faculty construed as threatening or potentially threatening actions. There was also talk about workloads.

Perhaps collective bargaining could not have been headed off in any event, but any chance of that dissolved in a welter of confused and confusing claims and counterclaims of alleged institutional arrogance, profligacy and narrowness, and alleged Board arrogance, pettiness and lack of sensitivity to the interests and importance of higher education in general and faculty in particular.

Elections were held and local faculty unions were elected, affiliated with the AAUP at the University, with the AFT at Rhode Island College and with the NEA at Rhode Island Junior College. Contracts have been negotiated at the University and at Rhode Island Junior College and negotiations are continuing at Rhode Island College.

The Board of Regents was created to develop and put into effect a master plan for all of education at all levels, to determine fiscal priorities, to set standards, to supervise and evaluate results, to create a comprehensive information gathering system, to formulate broad policy for all of education, to allocate and coordinate educational functions among educational agencies, etc. In the same Act setting forth those broad powers and purposes, there are significant limitations affecting higher education. No provision of the Act is to impair academic freedom or academic governance at any institution or to divest any faculty member of tenure, retirement or other rights or benefits. Also, the Board of Regents is not to engage in the "operation or administration" of any subordinate board, university, college or school.

What has been the impact on institutional governance of the collective bargaining contracts? Some impression of this may be gleaned from a brief summary (Exhibit A) of provisions from the University of Rhode Island-AAUP contract.

A perusal of those provisions does not leave one with a feeling that the traditional powers of institutional governance by a Board have been grievously damaged. Perhaps one might feel concern about the implications of provisions with respect to Department Chairmen and Deans, or perhaps the grievance procedure. In the main, however, the principal impairment may be of the position of the President. To a degree the faculty may have cast in concrete some of the previously delegated and loosely shared powers of internal governance. To the extent that the President has lost some maneuvering room by the specificity of contract provisions, he may find his life more difficult – if it is possible to make a President's life more difficult.

In the larger view of governance of a system – as the Act creating the Board seems to have perceived governance – there may be more difficult questions. What effect will the collective bargaining contracts have on the resolution of such questions as: Should all continuing and adult education be coordinated by, or even consolidated under a new agency? Should nursing education, or perhaps the broader field of health sciences, be similarly coordinated, or perhaps consolidated? Should determination of salaries, fringe benefits and other economic items as to the faculties be decided on a system-wide basis? There are many similar questions which it seems the letter or spirit of the Act intended a Board of Regents to consider, to which ready answers are not now available.

## Exhibit A
## SUMMARY OF PROVISIONS OF THE UNIVERSITY OF RHODE ISLAND – AAUP CONTRACT

*Duration of Agreement* – 7/1/72 through 6/30/74

*Parties* – State Board of Regents and URI Chapter of AAUP

*Definition of Bargaining Unit* – See Exhibit B

*Dues Check-Off* – Voluntary

Note: Rhode Island law requires non-members of URI Chapter of AAUP to pay to it a service charge equal to dues, "as a contribution toward the administration of . . . (the) collective bargaining agreement . . ."

*No Strike Clause* – Yes. (No strikes or lockouts)

*Management Rights Clause* – Yes. (Academic year specified, and attendance at general and departmental faculty meetings required)

*Grievance Procedure* –

Grievance – ". . . difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this agreement . . ."

Steps – To Dean, to President, to Commissioner of Education, to binding arbitration (American Arbitration Association)

Burden of proof –

Non-renewal, promotion and award of tenure – on grievant by preponderance of evidence.

Dismissal under Tenure – on University, by clear and convincing evidence.

*Statement on Academic Governance* –

University Manual remains in force except where expressly superseded by or in conflict with contract, and the Manual is not subject to grievance or arbitration procedure.

*Academic Freedom Clause* – Yes. 1940 Statement of Principles on Academic Freedom and Tenure of AAUP and Association of American Colleges is recited in part.

*Tenure Provisions and the Like* –

– Procedures for appointment of new faculty, promotion of faculty, and annual review (evaluation) for purposes of recommendations for retention, tenure and promotion (including a listing of factors to be considered on annual reivew) are specified. Principal Thrust – to involve departmental faculty in powers prior to recommendations to Dean, Dean to Vice President for Academic Affairs and Vice President to President. Chairman, Dean, Vice President and President are not bound by faculty recommendations.

– Tenure –

(a) Philosophy of tenure is stated, including joint statement on procedures for dismissal by AAUP and Association of American Colleges.

(b) Eligibility for tenure –

– Substitutes – ineligible.

– Assistant Professors – minimum 5 full time years of service (as instructor, or as assistant professor or equivalent at U.R.I., or at another accredited 4-year institution) up to 3 years maximum. Tenure must be considered and may be awarded at beginning of 6th, 7th or 8th year (mandatory year).

– Associate Professors – minimum full 2 years at U.R.I., must be considered for 3rd, 4th and 5th years (mandatory year).

– Professors – no minimum, and must be considered for 1st, 2nd, 3rd and 4th years (mandatory year).

*Appointment, Terms of Office, etc. of Department Chairmen* –

Specified – Search Committee of faculty members, largely from the Department concerned required – dismissal and resignation procedures specified.

*Appointment of Deans* – Advisory Committee on selection to be appointed by the President, except that AAUP picks 2 faculty members.

*Sabbatical Leaves* – Provisions included.

*Leaves for Other Purposes* – Provisions included.

*Retrenchment* – Due to (a) financial, or (b) program curtailment. Seniority rules specified.

*Outside Consultation* – Notice in advance to Administration required.

*Study Committees* – Joint (faculty and Regents appointed) committees to study –

- Workloads
- Merit system
- Retirement

## Exhibit B
## DEFINITION OF BARGAINING UNIT UNDER THE URI-AAUP CONTRACT

Full-time teaching and research faculty including full-time extensive (sic) faculty with the rank of professor, associate professor, assistant professor, instructor or lecturer including librarians with faculty status and department chairman, but excluding the president, vice presidents, assistant vice presidents, deans, associate deans, assistant deans; adjunct, part-time, temporary, visiting or clinical faculty; faculty equivalent appointees, faculty in the following positions, Director of Engineering Instrument Shop, Assistant Director of Athletics, Director of Audiovisual Services Center, Coordinator of Student Personnel Services, Director of the Continuing Education for Women Program, Director of the Computer Laboratory, Legal Counsel to the President, University Librarian and University Archivist, Director of the Counseling Center, Associate Director of Cooperative Extension Service, Director, International Center for Development of Marina Resources, Director, Bureau of Government Research, Assistant Vice President for Academic Affairs, Director of Intercollegiate Athletics; research associates, research assistants, graduate assistants, teaching assistants, coaches, special assistants and special instructors.

# *A Chamber of Horrors?*

Edward J. Bloustein

I speak this morning of academic collective bargaining in the context of my experience at Rutgers University, where I have been President for the past year, and my experience at Bennington College, where I served as President for six years. My observations are founded on experience in two very different institutions – one private, one public; one 600 students, one 37,000 students; one without collective bargaining, one with. In my judgment, the faculty governance problems are not very different in these two contexts. You will see that conclusion reflected throughout my remarks today.

I believe that my experience may tell you something about the nature of the problems which unionization poses to the academic community. I believe many of our fears are exaggerated. The chamber of horrors we are told we will enter during a period of unionization turns out to be just like the room we have been living in without unionization. On the whole, I am very optimistic about the impact faculty unionization has on higher education.

My observations are, I emphasize, based on just one year's experience with the AAUP bargaining unit at Rutgers University. I do not know how much that colors my experience – at least I am not sure. I also point out that my conclusions reflect our very good fortune in having what is essentially a procedural contract. It covers economic conditions of employment and academic due process, in very much the terms Mr. Kugler suggested. For the most part, it leaves the selection, appointment and promotion of faculty, as well as the development of all aspects of educational policy, to the traditional academic governance structures, regulated by University regulations outside the purview of the contract. What our contract provides, in other words, is only an economic package and a procedure to ensure due process within the existing structure of University governance.

Thus, I am talking about a specific bargaining unit and a special kind of contract situation, and I do not want anyone to suppose that my remarks are intended to cover anything beyond these special circumstances. Within these limitations, I want to now consider seven of the monsters which are most often alluded to in the literature on this subject – the monsters said to be found in the chamber of horrors known as academic bargaining.

The first is that as the system of governance will become more explicit, it will become increasingly centralized. It is argued that ambiguity and the willingness to leave certain key governance questions unanswered have been important to the rise of faculty power. Explicitness and the demand for legally binding relationships will lead to a renaissance of governing board power and imperil the premise of shared authority.

This is one of the dangers which one of my presidential colleagues has suggested flows from trade unionism. My response is that this tendency in academic life is not a consequence of unionization, but a consequence of other underlying factors in our universities and in our culture.

The fiscal stringencies of our time have led academic governing boards to look more closely at the budgets and the operations of educational institutions and, for the first time, to ask, "what is happening here?" This is not a product of trade unionism, however, it was happening at Bennington College, without a trade union, before I left. It is now happening at Rutgers University, with a collective bargaining unit.

I believe increasing explicitness in governance relationships is a sound development. I do *not* think that it imperils the faculty's prerogatives, or that it involves a significant renaissance of the power of governing boards. Our board, at least, has not significantly changed its relationship to the governance of the institution because of collective bargaining. What I believe our board and others are doing is simply looking more closely at questions which once were overlooked. It is all to the good – not something to be concerned about, but something to be pleased with – that trustees take their obligations as members of governing boards more seriously.

If we are really going to have a system of shared power, the governing board, as a board which shares power, must itself understand the nature and extent of its power, as should the faculty. The important distinction which Mr. Kugler makes, and which I think is perhaps the most important distinction to be made, is that in the context of collective bargaining, the sharing of power becomes a matter of right rather than an exercise in beneficence.

This development I take to be valuable. It cuts both ways, of course. Faculties, which for many years dominated institutions without anyone knowing they had the right to, are now having to face the fact that they are going to have to share that power with the people who have had the legal right to exercise it. On the other hand, governing boards, which for many years sat back and thought they were delegating powers and that the delegees were the beneficiaries of their largess, are now having to face the fact that the delegation of power was a rightful delegation – and that it is now, in many instances, a requirement of law.

The second effect which is premised to flow from academic unionization is that, "In those institutions in which untidy, unsystematic processes of peer evaluation have worked with demonstrated success, the introduction of procedures that can be defended before an arbitrator will incur a real cost in

quality." The suggestion is that as soon as a collective bargaining contract imposes conditions of academic due process, you are sure to have the quality of the faculty go down. Again, I have just not seen that demonstrated, and I do not believe it is a necessary consequence of academic collective bargaining.

I will admit that there is a possibility that we will go in that direction. Depending upon the nature of our economy and the good sense and the good judgment of the people using this system of academic due process, we may, indeed, find ourselves in a position where we have created a structure in which no proposal for reappointment can be defeated. That is a possibility. But I have not seen it actualized. And let me further add that, to the degree that that possibility exists, it existed at Bennington College without a trade union in the same way that it exists at Rutgers with a collective bargaining contract.

The pressure that is leading us in this direction has little or nothing to do with trade unionism. It has to do with a loss of faith in the institutional mechanisms of peer evaluation and it has to do with the stringency of our financial situation, with the academic depression which is upon us. To lay this tendency at the door of unionization is, I believe, thoroughly mistaken. It may exist and prosper with or without a trade union, and it may be overcome with or without a trade union.

The real difficulty is that when the amalgam of trust, sympathy and mutual understanding – the social cement that holds academic departments and the university as a whole together – begins to dissolve and you have to replace it with procedures and technical rules of practice, there suddenly appear on the scene, not jail house lawyers, but school house lawyers. Suddenly everyone in the faculty becomes a lawyer of sorts. And in my book, there is no one more legalistic in the pejorative sense, than the academic non-lawyer. What we are suffering from is not trade unionism, but legalism – we suffer a form of creeping legalism.

The widespread supposition found in universities is that every decision taken within the university at any time should be covered by means of some precise and explicit set of rules and that due process means legal process, including adversarial proceedings with the right to counsel, with the right to briefs, with the right to every other condition of due process the law has ever known under any circumstance.

This distorted notion is in sharp contrast to what due process in law actually means. Legal due process does not prescribe a single rigid set of procedures and practices for any and all circumstances. It rather prescribes a process appropriate to the particular circumstances in which a decision is to be reached. Due process differs with each discrete set of circumstances and conditions in which a decision takes place. It is that process which is fair, just and appropriate to the resolution of a particular problem in a particular institutional setting, and it will vary with the nature of the particular problem and the setting.

What is happening in academic life today is that faculty members and others who, over a period of time, have used no fixed process, who have in fact relied on informal, flexible relationships of trust and good faith (which worked fairly

well), now want to incorporate into the life of the university every element and device of legal procedure they can conceive of, however inappropriate to the given context of decision. It took lawyers centuries to evolve systems of legal procedure appropriate to the varying contexts of legal decisions. Academia cannot hope to evolve a system of academic due process instantaneously. Under the circumstances, it is a mistake to appropriate legal forms and processes to academic life without examining their fitness to the special circumstances in which they are to be used.

Here again I note, however, what is wrong in this respect is not trade unionism, but rather creeping legalism. Moreover, collective bargaining can help – in our case, actually has helped – the university avoid some of this creeping legalism.

The third of the hobgoblins said to appear as a result of academic collective bargaining is the deterioration of departmental and school autonomy. The fact is that such a deterioration is, indeed, taking place because of a very complex series of causes having very little if anything to do with unionization. To pose this as a consequence of the trade union movement simply mistakes the real nature of what is happening in academic life today. Departmental and school autonomy is indeed breaking down – probably should be breaking down – but it is not at all a function of collective bargaining.

Fourth, we are told, collective bargaining thrusts administrators into an unfamiliar and unwanted management role. Contract administration, with its emphasis on legalism, its grievance laden tendencies, and its use of adversary proceedings, will almost inevitably change the tone of the university administration and tend to polarize the campus.

Does collective bargaining thrust administrators into a management role? In fact, administrators should have assumed such a role years and years ago. What has been wrong with many of our great universities is that they were badly managed. To lay at the feet of collective bargaining the fact that presidents of universities are going to have to become good managers does not seem to me to impose a burden which they should not want to undertake quite willingly.

Further, I am not persuaded that there is any great polarization on my campus as a result of collective bargaining. It is true that there is an AAUP newsletter which takes off after me monthly, but that is part of the game and I do not take it to be unfair or inappropriate.

The fact is that the differences of opinion which now appear in overt form existed in covert form before. The polarization had already taken place, long before the trade unions came on campus. They are not so much the cause of polarization as they are its current agent. With effective trade union leadership, however, and with an effective relationship between a university president and that leadership, the polarization will tend to diminish rather than increase. That has been the experience with the trade union movement in other segments of our economy and I think it will happen in academic life as well.

The fifth of the monsters in the unionization chamber of horrors is said to be that inevitably the scope of authority given to faculty senates will either be narrowed or the senate will be dominated by the union. Neither of these consequences has occurred at our State University. To the contrary, our University Senate's range of authority has broadened, and this has happened without its having become dominated by the AAUP. The AAUP plays a part in the Senate, and I am occasionally concerned in the case of certain debates within the Senate about the role some of the leadership of the AAUP plays. But on the whole, the Senate's powers have increased and the AAUP has not dominated the Senate. The Senate has been an independent, alternative voice.

Sixth, the suggestion is made that the adversary relationship implicit in collective bargaining is inimical to collegiality. Now by collegiality, I take it that we all mean the rights, powers and duties of a group of people which arise out of their common pursuit.

We are indeed witnessing the breakup of collegiality. But again I suggest to you that this is not a consequence of the trade union movement. Collegiality had broken down at Bennington College without a trade union. What has happened is that our faculty and our student body and even our boards of governors have now found that their interests are not as common and not as united as they once were. There is now a frank recognition that there are adverse interests.

If the platonic notion that in the university we all march forward together in search of the idea of truth ever had any validity, it now does not seem consistent with the facts of our life. There are significantly different interests represented on campus, and once you have those different interests represented, the old system of collegiality had to break down.

What we find happening, therefore, is that the trade union movement has caused us to recognize an organized spokesman for the faculty interest, and it has thereby invited recognition of other interests on campus adverse to those of the faculty. In the case of a college or university that is unionized, the difference is not that we suddenly find adverse interests where none appeared before, but rather that we find an adverse interest represented by an organized group of faculty who identify with that interest. This development has some good features and some bad features, but again I say that the breakdown in collegiality is not the result of the trade union movement, but rather of other, more fundamental changes in the nature of academic life.

Finally, in this catalogue of the consequences of academic collective bargaining, there is the thought that bargaining is a form of compromise, inferior to consensus and the reasoning together which was part of traditional academic governance procedures. What we have now is negotiation rather than deliberation, power rather than reason.

Well, I sat through the faculty meetings at Bennington College for six years without a trade union, and I am not at all persuaded we did not negotiate there

as well as deliberate. I am persuaded that the Bennington faculty supplanted reason with power on occasion, even though there was no faculty trade union.

Power and compromise have been part of academic life, I would suppose, for as long as it has existed. What we now have is a more frank and explicit recognition of the role of power and compromise within the academic community. In my experience, bargaining with trade union groups is no cruder, no more emotional, no less or more fraught with power struggles, than my bargaining – only we called it discussion then – with a non-unionized faculty group at Bennington College.

In conclusion, let me say that what we have seen happening for the past ten years or so is indeed the breakdown of the collegial system. In legal terms, we have seen a change from a social context in which rights and obligations arose out of status to one in which rights and obligations arise out of consensual agreement.

In the history of law, this is the origin of the theory of contract. Prior to the existence of contract as a recognizable form of legal relationship, most rights and obligations in law arose out of status relationships. What we now find is that for a variety of reasons that status-based relationship within the university has broken down and in its place we have to begin making agreements.

Under such circumstances, we have only two alternatives: We either make agreements with each individual in a faculty or we make an agreement, which will cover them all, with an organized group of faculty who represent that faculty in their common interests. When I think of my attempts to reach individual agreements at Bennington, with a faculty of 65, and compare that with my attempts to reach an agreement at Rutgers University, with a faculty of 2500, I much prefer the Rutgers situation. It gives me a group of faculty with whom I can sit down knowing they speak as well as any individual or group can for the interest of the entire faculty.

There is, of course, a seeming conflict of role between a group of people who want to, on the one hand, share governance *with* the administration and, on the other hand, bargain *against* it. There is also a seeming conflict of role between a group of faculty which acts as agent or delegee of the governing body in determining academic policy, while also making claims against that governing body in terms of the other perquisites of academic life.

However, in my experience, the contradictory nature of those roles is a theoretical possibility, rather than a fact. The contradictions dissolve because different faculty perform the bargaining role than perform the role of delegee of the board of governors in the matter of academic governance. If the same people attempted to do both – and that is why I alluded earlier to my concern about officers of the AAUP taking leadership roles in the University Senate – there would indeed be a conflict of roles. But as it works out in practice, I do not see that contradiction occurring.

My final observation concerns the problem of the system of peer evaluation in the selection and promotion of faculty when subject to a collective bargaining grievance procedure. It illustrates most forcefully some of the strengths and some of the weaknesses of our collective bargaining situation. It illustrates a paradox of collective bargaining in the university, having no counterpart in industrial bargaining.

As I look at the grievance cases which came before me as President of the University last year, an overwhelming percentage of them were not against the administration at all. They were grievances by individual faculty members arising out of action taken by their peers in the promotion process. In these grievances, the AAUP was in a most difficult position. The grievance was not between an AAUP member and management or the administration. It was rather between an AAUP member and a group of his peers who were also AAUP members. In others words, the alleged contract violation was not perpetrated by management, but rather by AAUP members.

I had no interest in these grievance proceedings except to preserve the integrity of the peer promotion process. The AAUP had an interest in protecting the rights of the faculty, but there were two conflicting faculty rights involved in these grievances. One, the right of the individual concerned, who wanted and had a right to academic due process. The other, the right of the faculty, which wanted to maintain peer evaluation as a necessary element of academic due process.

This dilemma illustrates both the strength and the weakness of collective bargaining and unionization. What we are required to do is to support the peer evaluation system, which is essential to the traditional role of the faculty, while imposing upon it the requirements of academic due process, which is a function of the unionization process.

In conclusion, I hope I have given you some evidence, at least from my very limited perspective, that the fears which many people have expressed concerning the development of trade unionism are grossly overstated. I do not say there is no reason for concern. But on balance, my suggestion to any university or college president is to welcome and support the development of strong faculty collective bargaining.

# *The Academic Labor Market in the 1980s*

Allan M. Cartter

Many forces in our educational, economic and political world today have contributed to bringing the question of unionism and collective bargaining to center stage in the forum of higher education. Few of us – faculty, administrators, trustees – contemplate a highly unionized world of higher education without a sense of uneasiness – perhaps regret. Unionization seems inconsistent with the ideal of an academic community: a small close-knit body of scholars in a common pursuit of truth; a place where discourse and diversity of opinion are welcome; a community that is essentially self-governing, dedicated to the teaching of eager young adults.

The fact that this description sounds like a caricature is perhaps evidence enough that the ideal academic community has rarely – if ever – existed.

Instead we live in a world where self-governance is at best a partial truth, where – in the great emerging public systems – the seat of final administrative authority is far removed from the campus, where academic freedom is still an uneasy (and sometimes abused) privilege, where universal education and community service have gradually altered the role of our institutions, where increasing financial constraints have given rise to what Earl Cheit has called *The New Depression in Higher Education.* And now it is common to hear comments about the "teacher glut" the "oversupply of PhD's" in the popular press.

All of these are factors which have brought collective bargaining as a procedural issue to the forefront. Garbarino has described the present trend among some faculties as the search for a "contractually guaranteed shared authority."[1] Unionization has clearly been most attractive where faculties have felt they had the least voice in institutional affairs – and may be least appropriate where strong traditions of faculty governance have existed. If there is today a trend toward unionization it is at least partly a reflection of the extent to which we have departed from the ideal of a close-knit community of shared purpose.

---

[1] Garbarino, Joseph W., "Creeping Unionism and the Faculty Labor Market," in M.S. Gordon (ed.) *Higher Education and the Labor Market.* (Forthcoming)

But it is also partly a result of much broader factors beyond our local campus control:

- The changing legal environment, particularly as it affects the behavior of public employees;
- The complex issues of public responsibility and accountability in multi-campus systems of higher education;
- The increased competition for public resources from other forms of social welfare and conservation; and
- The changing conditions in the job market for highly trained and specialized individuals.

I have been asked to focus on conditions in the academic labor market that may influence the attitudes of faculty members towards unionization, for certainly one important factor today – and perhaps the most influential factor in the future – may be the rising uneasiness of faculty members concerning job security.

The outlook for the academic labor market for the 1970's and 1980's has markedly changed over the last few years. On the one hand we – in the universities and their graduate schools – responded to the demands of the last decade too successfully. We have almost quadrupled the annual output of doctorates, and have built sufficient capacity in both staff and facilities to increase another 50 percent within this decade. On the other hand, the rapid expansion of college enrollments – especially between 1964 and today – which caused an unusually high demand for new college teachers – is now beginning to abate, and we may face an actual decline in enrollment in the 1980's.

It is well that we are taking the warning signs of the last year or two seriously for we need to take a soberer view of the fifteen years that lie ahead. If nothing else is certain, we can at least be sure that the next decade or two will be very unlike the recent past.

Let me briefly summarize the outlook to 1990, and indicate some of the critical points where issues of public policy or institutional decision can influence the trends.

The big factor influencing the likely growth of higher education is demographic. The size of the 18-21 age group, from which about 80 percent of undergraduates come, grew by 30 percent between 1960 and 1965, and expanded another 22 percent between 1965 and 1970. During the current 5-year period the college-age group will increase about 12 percent followed by a mere 2.5 percent expansion in 1975-80, and contractions of 11 percent and 2 percent in the next two five-year periods. This year (1972) the 18-21 age group includes 15.3-million persons – sixteen years from now it will be down to 14-million. This is not in the range of speculation. The "under five" population this year is nearly 3-million smaller than it was ten years ago. And between April and

December last year the fertility rate dropped more rapidly than it has ever done in a peacetime year, dropping below the historical low point of the mid-1930's.

Over the last 20 years college enrollments have expanded rapidly partly because of the growth of the age group, but also because college entrance rates have steadily climbed. But today we are reaching a point where the improvements in attendance rates cannot be as dramatic as they once were, for we are already at the point where first-time college students are equal in number to about 63 percent of high school graduates, and another 13 percent are entering other forms of non-degree formal postsecondary education. As we move along the asymptote towards 100 percent there is obviously less room for improvement. Thus every indication points to a slowing down in the rate of growth of enrollment in the 1970's, and a likely contraction in the 1980's. Table 1 projects likely enrollments in higher education to 1990 assuming a continuing improvement in the high school graduation rate (from 70 percent of 18-year olds today to 80 percent in the 1980's) and in the college entrance rate (from 63 percent of high school graduates today to 75 percent in the 1980's). Unless there is some radical change in the nature of the audience of higher education in the next ten years we can expect these projections to be correct give or take a few percentage points.

**Table 1**
**PROJECTIONS OF COLLEGE-AGE POPULATION AND ENROLLMENT IN HIGHER EDUCATION (000's)**

| | *18-21 Age Group* | *H.S. Graduates* | *Total FTE Enrollment* | *Enrollment Increments (5-year periods)* |
|---|---|---|---|---|
| 1960 | 9,168 | 1,864 | 2,835 | |
| 1965 | 11,880 | 2,665 | 4,443 | +1,608 |
| 1970 | 14,541 | 2,978 | 6,242 | +1,799 |
| 1975 | 16,346 | 3,563 | 8,131 | +1,889 |
| 1980 | 16,755 | 3,669 | 9,528 | +1,397 |
| 1985 | 14,953 | 3,162 | 8,934 | - 594 |
| 1990 | 14,664 | 3,416 | 8,826 | - 108 |

Expected enrollment changes can be translated into an estimated demand for new faculty by multiplying enrollment increments by an assumed faculty/student ratio. For the past dozen years this ratio has averaged 1:20 in terms of full-time faculty and full-time equivalent (FTE) students. (Since the job market is normally thought of in terms of full-time faculty positions, and the proportion of teaching done by part-time faculty has remained a fairly constant 20 percent over the last decade, this seems to be the most useful measure; however, it should be noted that a 20: 1 student/faculty ratio in full-time faculty is the equivalent of a 16:1 ratio in FTE faculty terms.)

Figure 1 shows the total number of new teachers required to replace faculty dying or retiring and to meet the expected growth in enrollment. During the mid-1960's the annual number of new teachers required was about 30,000 (up from only 15,000 five years earlier). In the 1969-75 period the number averages

about 26,000. The discouraging picture is after 1976 when the needs for new faculty decline steadily for ten years. With a constant student/faculty ratio the net demand for new faculty would in all likelihood be zero in the 1984-87 period.

**FIGURE 1**
**PROJECTED DOCTORATES AWARDED AND NEW COLLEGE TEACHERS REQUIRED: HIGH AND LOW ESTIMATES**

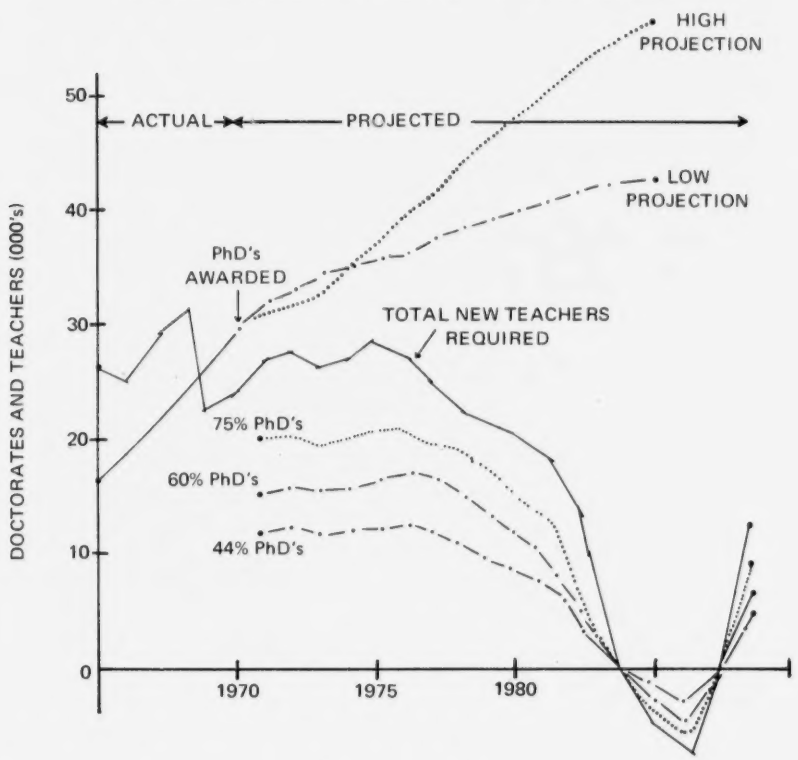


Figure 1 also shows the number of new teachers needed with the doctorate under three alternative assumptions. Approximately 44 percent of all faculty today have the doctorate, and during the 1960's about that percentage of new teachers added to faculties were doctorate holders. For the last two years the number of new doctorates entering teaching has risen to be about 60 percent of new hires. This enrichment is to be expected in a period when there is no shortage of PhD's seeking positions in college teaching. The 75 percent line in Figure 1 is my guess of the maximum percentage we could expect in a labor surplus market. We must remember that there are many fields of collegiate study

where the doctorate is not the appropriate terminal degree, and some levels of higher education (particularly the community college) where persons with the doctorate may be over-trained for the task at hand.

Traditionally about half of all new doctorates have taken college or university teaching posts – a much higher fraction in the humanities and some social sciences, and a lower fraction in most fields in the sciences. Figure 1 gives "high" and "low" projections of doctoral degrees. Even if PhD output stabilizes at the current level, I believe we will face a serious labor market imbalance by the end of the decade.

For the decade of the 1970's the Department of Labor estimates an average 4.2 percent growth in the employment of doctorates in private industry, and the National Science Foundation (NSF) predicts an approximately 4 percent average growth in R & D employment. The projections in Figure 1 imply only a 4 percent annual growth in teaching faculty in the 1970's, and a zero growth in the 1980's. Yet today's annual doctoral output is equal to about 11 percent of the stock of doctorates. Even allowing a 2 percent annual factor for replacements, it seems evident that our universities are geared up for a rate of output that nothing in past long-run trends or the current outlook would seem to justify. Only the early and middle 1960's, when federal R & D funding was growing at better than 10 percent a year and enrollments were expanding by 7 to 10 percent annually, evidenced sufficient demand to sustain such a level of doctoral output.

My comments thus far have assumed a continuation of familiar hiring patterns – it is possible (but by no means probable) that these patterns will alter significantly. The key variable is the incremental student/faculty ratio. From a strictly manpower point of view, the late 1970's and 1980's are a splendid opportunity to improve the quality of college faculties, reduce class size, and make the higher learning process somewhat more personalized than it has become in many institutions. In other papers I have indicated why I do not hold out much optimism on this score, for I fear that budget constraints in the face of many competing social claims will limit our ability to take full advantage of this period. Without repeating these arguments, let me just point out that as the two-year colleges continue to expand and post-baccalaureate enrollments stabilize there is an inherent tendency for student/faculty ratios to rise for the system as a whole just because of the changing enrollment mix.

During the 1930's higher education existed almost in a stationary state – then came the disruptions of World War II, the swamped post-war campuses, and more recently the dramatic expansion of the 1960's. These stresses and strains have produced a lop-sided faculty age distribution, and the projected slowdown in the 1980's will come as today's predominantly young faculty reaches middle age.

Table 2 illustrates a likely age distribution if higher education were today existing in a steady state, the estimated distribution for 1970, and projected distributions for 1980 and 1990 if present student/faculty ratios and retirement

policies remain unchanged. In a steady state the median faculty age would be approximately 45. By contrast today's faculty is young, with median age 39, but it will rise to 42 by 1980 and may increase to 48 by 1990.

The changing age distribution of college teachers also has a significant impact on replacement rates. Up through 1985 the retirement rate (expressed as a percent of total faculty) will decline if current retirement patterns remain unchanged; it would rise significantly about the year 2000. The expected mortality rate declines through 1980 and then begins to rise again as the bulk of the faculty move into the over-45 group. However, it should be noted that a variation in the replacement rate of one percentage point makes a difference of almost 5,000 new job openings a year.

**Table 2**
**PROJECTED AGE DISTRIBUTION OF FULL-TIME COLLEGE FACULTY (%)**

| *Age Group* | *Steady State* | *1965* | *1970* | *1975* | *1980* | *1985* | *1990* |
|---|---|---|---|---|---|---|---|
| 30 & under | 9.0 | 7.5 | 11.9 | 9.4 | 7.0 | 0.9 | 0.9 |
| 31-35 | 13.0 | 17.4 | 16.9 | 18.7 | 15.4 | 9.4 | 3.2 |
| 36-40 | 15.0 | 15.7 | 22.5 | 21.9 | 23.3 | 20.1 | 14.1 |
| 41-45 | 14.0 | 17.8 | 14.6 | 20.2 | 20.4 | 24.0 | 20.9 |
| 46-50 | 13.0 | 12.3 | 12.7 | 11.0 | 16.1 | 18.9 | 22.7 |
| 51-55 | 12.0 | 11.5 | 7.3 | 8.3 | 7.6 | 14.6 | 17.5 |
| 56-60 | 11.0 | 8.0 | 6.7 | 4.3 | 5.5 | 6.2 | 13.0 |
| 61-65 | 9.0 | 6.2 | 4.4 | 3.9 | 2.5 | 4.2 | 4.8 |
| 66 & above | 4.0 | 3.6 | 3.0 | 2.3 | 2.2 | 1.7 | 2.9 |
| Total Number (000's) | | 247 | 341 | 434 | 510 | 493 | 474 |
| Mortality Rate | .94% | .81% | .68% | .62% | .62% | .75% | .95% |
| Retirement Rate | 1.36 | 1.17 | .93 | .74 | .66 | .62 | .92 |

The model of faculty flow in Table 2 is based on my estimates of total teaching needs over the next twenty years, and assumes a continued zero net flow of senior doctorate holders between academic and non-academic employment sectors.

Several conclusions are apparent from Table 2. At the present time approximately 50 percent of all full-time faculty have tenure. This represents a number roughly equal to .75 times the over-35 age group. If this pattern remained constant we might expect as many as 72 percent of the faculty to hold tenure by 1990. The dramatic change between today and 1990, under current trends, however, would be the virtual disappearance of the under-35 age group from the teaching ranks.

It seems unlikely that this will in fact occur, however, for pressures are bound to emerge to alter existing patterns. A drop to nearly zero in the number of young faculty hired over a ten year period would have a devastating impact on the nation's graduate schools, not to mention the deleterious effect on the educational experience of a generation of undergraduates. There are several major factors that might alter the pattern for the future.

First, means may be discovered of offsetting the anticipated enrollment decline in the 1980's by extending educational opportunities beyond those currently contemplated. A dramatic expansion of continuing education and mid-career upgrading of skills could counter the decline in the size of the 18-21 age group. However, such a development is unlikely to occur unless there is a major infusion of new funding for this purpose, for it is difficult and expensive for adults in their middle years to take time away from job or family responsibilities. The development of paid educational leave programs (as in France) in government and industry, with some federal subsidy (or legislative prod), may be a partial answer. Judging from the last decade, however, one should not be overoptimistic, for the percentage of total enrollment (including graduate and professional schools) accounted for by the over-25 age group declined from 23 percent to 20 percent in the affluent 1960's.

Second, as already indicated, the late 1970's and 1980's are obviously a time when student/faculty ratios could be substantially reduced. There will in all likelihood be a plentiful supply of manpower, and if college enrollments are not expanding (perhaps shrinking) budgetary increments could be devoted primarily to enrichment. Again, however, this will take adequate public funding and higher education will have to compete successfully against many other rising social claims.

Third, tenure provisions may be loosened sufficiently so that bright younger faculty can more easily displace senior faculty whose teaching or scholarly performance is relatively ineffective. While tenure plays a valuable role in assuring academic freedom, to the extent that it becomes *merely* a device for job security it is burdensome for the entire system of higher education. No one would wish to see colleges and universities become a shelter for an aging civil service type of bureaucracy. In many states and institutions today tenure provisions are being reviewed to see if alternative forms can be devised. For example, one such development might be three or five year moving contracts, sufficient to insure against whimsical or vindictive dismissal, but sufficient to give flexibility to institutions to alter programs and gradually upgrade the quality of faculty.

Fourth, the customary retirement age might be progressively lowered in the 1975-90 period in order to provide more replacement openings for younger faculty. Many institutions raised the compulsory retirement age in the 1960's when there was a shortage of good faculty, and several have now announced plans to reduce the age once again. Alternatives to lowering the compulsory retirement age are plans which provide strong incentives for voluntary early retirement or which would discontinue tenure at, say, age 60 or 62 and replace it with short-term contracts. As Table 2 suggests, however, apart from the initial advantage of new job openings at the time of lowering retirement age (e.g., in 1970 about 10,000 new openings would have been provided by establishing a 65 compulsory age), for the next decade or two a lowered retirement age would have a relatively insignificant effect. With a 62 retirement age instead of a more customary 67, the number expected to retire in 1970 would have been about

3,000 instead of 2,000. Only after 1990, as the over 60 age group swells, would the lowered age have a major impact upon replacement rates.

A fifth possibility is a strictly market response; teaching salaries may again begin to lag behind salary levels in non-academic employment, thus encouraging a net outflow of senior doctorate holders from the academic sector as well as diverting new entrants. In a typical year of the past decade there have been gross flows into and out of college teaching equal in number to about 3 percent of total doctorate faculty (about 5 percent for non-doctorates). If a widening salary differential began to emerge it would not be an unexpected market response to find annual outflows of perhaps 4 percent and inflows of only about 2 percent, thus providing an additional 2 percent replacement factor each year. This type of adjustment is somewhat less likely to occur if faculty unionization becomes a more common pattern, for we are more likely to build in salary rigidities and provisions for job protection that make the system much less flexible. The potential number of openings for young faculty provided by this kind of market response could be as high as 10,000 per year.

There is no one solution to the problem, and it seems likely that some combination of the responses indicated above will in fact occur. If the vitality of higher education is to be maintained it is of paramount importance that the age distribution of faculty not become as skewed as the continuation of past trends would seem to suggest, and it is important not to become frozen in if we are to increase the proportion of women and ethnic minorities on our faculties.

At the close, let me add a cautionary note about generalizing from the aggregate picture of teacher supply and demand. Quite obviously, conditions differ from one academic discipline to another both in terms of manpower requirements and of the pattern of adjustment to changing conditions. Somewhat to the surprise of many educators, market forces and information about job prospects have had a substantial effect already in diverting the flow of graduate students into and out of various fields of study. In the last several years there has been a decline in graduate enrollment in engineering and the physical sciences, and in some fields in the humanities (particularly languages). Total graduate enrollment continues to grow, but at a much slower pace than was true several years ago. It is difficult at this point in time to accurately predict the impact of these shifts on doctoral degrees to be awarded several years hence, for there are various counter-trends at work.

Higher education obviously faces many problems in the next several years, but none are likely to be as significant as the major adjustments required in the late 1970's and 1980's to changing demand conditions. Demographic factors, which provided a great impetus for growth in the 1960's, may soon become a drag on the system. The nation's universities and their graduate schools will probably feel the first brunt of this slow-down as the demand for persons trained at the doctoral level gradually abates. Beginning about 1980, when undergraduate enrollments are likely to begin contracting, the strains will be more generally felt and the private colleges will be particularly hard pressed.

Higher education in 1990 is bound to be very different from what it is today, for the intervening years will require drastic adjustments to new conditions, new funding patterns, new forms of education and new structures of organization.

Perhaps one of these major adjustments will be a more common and formal pattern of faculty representation, and "contractually guaranteed shared authority." If so, it will take an unusual amount of good will, foresight and concern for the health and vigor of the educational process if we are not to cripple ourselves with new rigidities and inflexibilities that are self-defeating.

1/73 - 1M